TIGARD CITY COUNCIL MEETING

AUGUST 26, 2003 6:00 p.m.
TIGARD CITY HALL
13125 SW HALL BLVD
TIGARD, OR 97223



PUBLIC NOTICE:

Anyone wishing to speak on an agenda item should sign on the appropriate sign-up sheet(s). If no sheet is available, ask to be recognized by the Mayor at the beginning of that agenda item. Visitor's Agenda items are asked to be two minutes or less. Longer matters can be set for a future Agenda by contacting either the Mayor or the City Manager.

Times noted are <u>estimated</u>; it is recommended that persons interested in testifying be present by 7:15 p.m. to sign in on the testimony sign-in sheet. <u>Business agenda items can be heard in</u> any order after 7:30 p.m.

Assistive Listening Devices are available for persons with impaired hearing and should be scheduled for Council meetings by noon on the Monday prior to the Council meeting. Please call 503-639-4171, ext. 2410 (voice) or 503-684-2772 (TDD - Telecommunications Devices for the Deaf).

Upon request, the City will also endeavor to arrange for the following services:

- Qualified sign language interpreters for persons with speech or hearing impairments;
 and
- Qualified bilingual interpreters.

Since these services must be scheduled with outside service providers, it is important to allow as much lead time as possible. Please notify the City of your need by 5:00 p.m. on the Thursday preceding the meeting by calling: 503-639-4171, ext. 2410 (voice) or 503-684-2772 (TDD - Telecommunications Devices for the Deaf).

SEE ATTACHED AGENDA

A G E N D A TIGARD CITY COUNCIL MEETING AUGUST 26, 2003

6:00 PM

Tour of the "White House" on City Property (Adjacent to the New Library Property)
(Council will meet at the property for this portion of the meeting. After the Tour, the
Council will meet for the remainder of the meeting at City Hall, 13125 SW Hall
Boulevard, Tigard, Oregon)

6:30 PM

- STUDY SESSION
 - > Quarterly Meeting Budget Committee
 - > Bull Mountain Annexation Discussion
 - > City Manager's Review
 - > Sewer Reimbursement Program Discussion
 - > Tualatin River Bridge Information
- EXECUTIVE SESSION: The Tigard City Council will go into Executive Session to discuss current and pending litigation under ORS 192.660(1)(h). All discussions are confidential and those present may disclose nothing from the Session. Representatives of the news media are allowed to attend Executive Sessions, as provided by ORS 192.660(3), but must not disclose any information discussed. No Executive Session may be held for the purpose of taking any final action or making any final decision. Executive Sessions are closed to the public.

7:30 PM

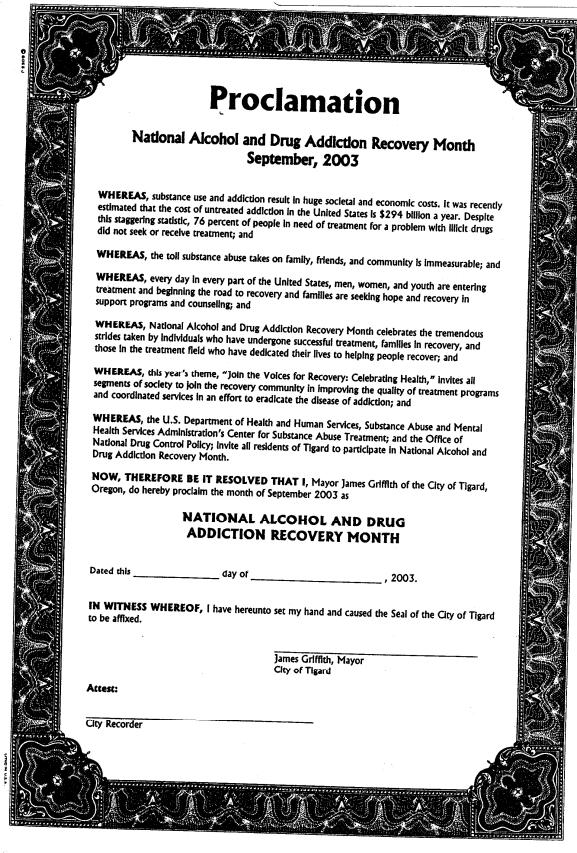
- 1. BUSINESS MEETING
 - 1.1 Call to Order City Council & Local Contract Review Board
 - 1.2 Roll Call
 - 1.3 Pledge of Allegiance
 - 1.4 Council Communications & Liaison Reports
 - 1.5 Call to Council and Staff for Non-Agenda Items

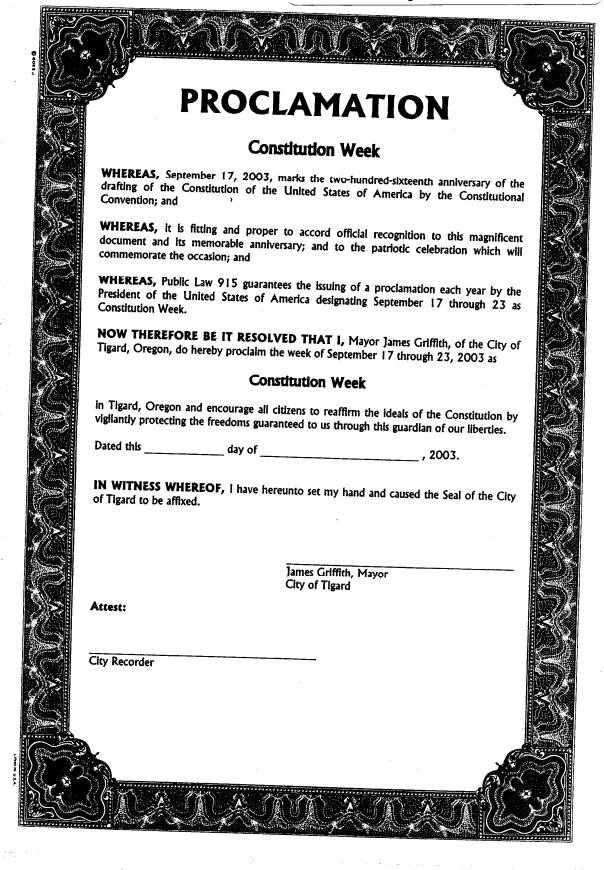
- 2. PROCLAMATIONS
 - 2.1 Proclaim September 2003 as National Alcohol and Drug Addiction Recovery Month
 - 2.2 Proclaim Week of September 17 23 as Constitution Week
 - Mayor Griffith
- 3. VISITOR'S AGENDA (Two Minutes or Less, Please)
- 4. CONSENT AGENDA: These items are considered to be routine and may be enacted in one motion without separate discussion. Anyone may request that an item be removed by motion for discussion and separate action. Motion to:
 - 4.1 Approve Council Minutes for July 15 and 22, 2003
 - 4.2 Declare Real Property Located at 13050 SW Walnut as Surplus and Authorize the Sale of Said Property Resolution No. 03-
 - <u>Consent Agenda Items Removed for Separate Discussion</u>: Any items requested to be removed from the Consent Agenda for separate discussion will be considered immediately after the Council has voted on those items which do not need discussion.
- 5. DISCUSSION WITH STATE SENATOR GINNY BURDICK AND STATE REPRESENTATIVE MAX WILLIAMS
 - a. Comments by Senator Burdick and Representative Williams
 - b. Council Discussion
- 6. PUBLIC HEARING (INFORMATIONAL) TO CONSIDER ESTABLISHING SANITARY SEWER REIMBURSEMENT DISTRICT NO. 28 PORTIONS OF SW O'MARA STREET, SW FREWING STREET, SW EDGEWOOD STREET, SW HILL VIEW COURT, AND SW MCDONALD STREET
 - a. Open Public Hearing
 - b. Summation by Engineering Department
 - c. Public Testimony
 - d. Staff Recommendation
 - e. Council Discussion
 - f. Close Public Hearing
 - g. Consideration by Council: Resolution No. 03 -

- 7. PUBLIC HEARING (INFORMATIONAL) TO CONSIDER ESTABLISHING SANITARY SEWER REIMBURSEMENT DISTRICT NO. 29 SW PARK STREET, SW DERRY DELL COURT, SW COOK LANE AND SW WATKINS AVENUE
 - a. Open Public Hearing
 - b. Summation by Engineering Department
 - c. Public Testimony
 - d. Staff Recommendation
 - e. Council Discussion
 - f. Close Public Hearing
 - g. Consideration by Council: Resolution No. 03 -
- 8. CONSIDER ESTABLISHING SANITARY SEWER REIMBURSEMENT DISTRICT NO. 27 SW PARK 100th AVENUE, SW MURDOCK STREET
 - a. Staff Report: Engineering Staff
 - b. Council Discussion
 - c. Council Consideration: Motion to deny the formation of the district and direct staff to resubmit a request to establish Reimbursement District No. 27 for construction of sewer improvements during the 2004-2005 fiscal year.
- 9. LOCAL CONTRACT REVIEW BOARD CONSIDERATION OF:
 - 9.1 Award Contract for the Construction of SW O'Mara Street and SW McDonald Street Sanitary Sewer Reimbursement District No. 28 to Kerr Contractors, Inc.
 - a. Staff Report: Engineering Staff
 - b. Council Discussion
 - c. Council Consideration: Motion to Award Contract for the Construction of SW O'Mara Street and SW McDonald Street Sanitary Sewer Reimbursement District No. 28 to Kerr Contractors, Inc.
 - 9.2 Award Contract for the Construction of Park Street, Derry Dell Court, Watkins Avenue and Cook Lane Sanitary Sewer Reimbursement District No. 29 to Dunn Construction, Inc.
 - a. Staff Report: Engineering Staff
 - b. Council Discussion
 - c. Council Consideration: Motion to Award Contract for the Construction of Park Street, Derry Dell Court, Watkins Avenue and Cook Lane Sanitary Sewer Reimbursement District No. 29 to Dunn Construction, Inc.

- 9.3 Reject Bid Proposals for the Construction of SW 100th Avenue & Murdock Street Sanitary Reimbursement District No. 27
 - a. Staff Report: Engineering Staff
 - b. Council Discussion
 - c. Council Consideration: Motion to Reject Bid Proposals for the Construction of SW 100th Avenue & Murdock Street
- 9.4 Award Bid for Five-Year Street Sweeping Contract to Great Western Sweeping, Inc.
 - a. Staff Report: Public Works Staff
 - b. Council Discussion
 - c. Council Consideration: Motion to Award Bid for Five-Year Street Sweeping Contract to Great Western Sweeping, Inc.
- 10. CONSIDER AMENDING THE TIGARD MUNICIPAL CODE (TMC) TO REPLACE THE WORDS "CITY ADMINISTRATOR" TO "CITY MANAGER" THROUGHOUT TMC TITLES 1-18
 - a. Staff Report: Administration Staff
 - b. Council Discussion
 - c. Council Consideration: Ordinance No. 03-____
- 11. CONSIDER ECONOMIC DEVELOPMENT PROGRAM PARTICIPATION
 - a. Staff Report: Administration Staff
 - b. Council Discussion and Direction to Staff
- 12. COUNCIL LIAISON REPORTS
- 13. NON AGENDA ITEMS
- 14. EXECUTIVE SESSION: The Tigard City Council may go into Executive Session. If an Executive Session is called to order, the appropriate ORS citation will be announced identifying the applicable statute. All discussions are confidential and those present may disclose nothing from the Session. Representatives of the news media are allowed to attend Executive Sessions, as provided by ORS 192.660(3), but must not disclose any information discussed. No Executive Session may be held for the purpose of taking any final action or making any final decision. Executive Sessions are closed to the public.
- 15. ADJOURNMENT

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COUNCIL MINUTES TIGARD CITY COUNCIL MEETING July 15, 2003

1. WORKSHOP MEETING

- 1.1 Mayor Griffith called the meeting to order at 6:30 p.m.
- 1.2 Council Present: Mayor Griffith; Councilors Dirksen, Moore, Sherwood and Wilson
- 1.3 Pledge of Allegiance
- 1.4 Council Communications & Liaison Reports: None
- 1.5 Call to Council and Staff for Non Agenda Items
 - Council agreed that City Engineer Duenas could present information to them about proposed amendments to the Sewer Reimbursement Program (See the paragraph marked with ">" after Agenda Item No. 3, beginning on Page 3.)
 - Council agreed to consider approval of Intergovernmental Agreement (IGA) to provide for sharing of legal expenses: Rogers Machinery, Inc. US Supreme Court Docket O2-750 Petition for Writ of Certiorari (See Agenda Item No. 8.1, beginning on Page 4.)

2. JOINT MEETING WITH THE INTERGOVERNMENTAL WATER BOARD – UPDATE ON LONG-TERM WATER SUPPLY

IWB Members Norman Penner, Bill Scheiderich and Dick Winn were present.

Public Works Director Ed Wegner presented the update.

Wholesale water contract negotiations continue with most participating agencies involved. The process has not gone as quickly as outlined in the original timetable. About a third of the draft contract has been reviewed. Key issues include nominations of supply; rates and charges; customer withdrawal; curtailment; and funding and management of the capital improvement projects. Mr. Wegner reviewed the wholesale buyers' and the City of Portland's objectives to be met in the contract. The parties are currently meeting on a scheduled basis. Issues remaining include pricing, minimum purchase, joint funding and management of the capital improvement projects.

For the Joint Water Commission option, a City of Tigard membership proposal has been drafted and may be ready for approval this fall. It appears that this option will happen. Mr. Wegner reviewed the proposal, buy-in payment, and proposed projects schedule.

Mr. Wegner reviewed the status of the Willamette River Water Supply Agency (WWSA) and its history. Next week Council will consider a request for a new IGA changing the name of this entity to the Willamette River Water Coalition. Major elements of the new IGA include:

- 1. The new name: Willamette River Water Coalition
- 2. New general powers and duties statement
- 3. New membership list (Clackamas River Water has withdrawn)
- 4. New funding formula

The mission of the coalition is to protect the Willamette River and to protect Tigard's water rights.

The next joint meeting for Council and the IWB is scheduled for October 21, 2003.

3. POLICY DISCUSSION ON THE BULL MOUNTAIN PUBLIC FACILITIES AND SERVICES ASSESSMENT REPORT

Community Development Director Jim Hendryx and Long-Range Planning Manager Barbara Shields presented this item to the Council. The history of the issue and the growth management factors were reviewed. In addition, the impacts of the options available to annex all or some of the area were outlined: 1) site specific (status quo), 2) target areas, 3) entire area.

After discussion about the pros and cons of the above annexation choices, funding concerns, and what the County's position is on annexation, the following key points were made:

- Ask the County Board of Commission at its July 29 meeting with the Council about their interests and plans with regard to the Bull Mountain area's possible annexation to Tigard.
- Capital improvement projects could be phased in over a number of years and prioritized as is the process for addressing capital needs within the City of Tigard.
- Focus on areas to annex, which appear to want to come into the City, (may include areas not yet developed).

Two new urban growth areas are now adjacent to Tigard. Community Development Director Hendryx advised that it would not be necessary to annex the Bull Mountain area before considering annexation of these areas.

> REIMBURSEMENT DISTRICT PROGRAM DISCUSSION

City Engineer Gus Duenas reviewed some proposed amendments to the reimbursement programs, which were outlined in a handout distributed to the City Council. These amendments, Mr. Duenas advised, would make the program more equitable and encourage early connections. The proposed amendments address the disincentive for larger lot owners to connect their existing houses to sewer with payment. If the larger lot is subdivided in the future, a reimbursement fee would be charged at that time. Council supported the proposed amendments. A formal proposal to consider the amendments will be presented to Council on August 26, 2003.

4. BRIEFING ON RIGHT-OF-WAY MANAGEMENT STUDY

Finance Director Craig Prosser briefed the Council on the Right-of-Way Management Study. One of the conclusions was that "Tigard may have sufficient regulations already in place to protect the public health, safety, and welfare with regard to public rights of way, but there is room for improvement..." Mr. Prosser presented the significant conclusions of the report and the following recommendations:

- 1. Increase permit fees to recoup costs.
- 2. Assess a permit application fee.
- 3. Require all right-of-way users, including City water, sanitary sewer and storm sewer, to obtain permits.
- 4. Increase franchise fee percentages as allowed by state law.
- 5. Assess a water franchise fee.
- 6. Automate permit issuance and inspection process.
- 7. Map permit locations.
- 8. Investigate adoption of integrated computer system.
- 9. Adopt procedures to ensure the Street Maintenance Division is informed in advance of issued permits.
- 10. Require franchise utilities with blanket permits to pay annual permit fee.
- 11. Adopt procedures to insure all franchises have consistent language in significant areas.
- 12. Ensure that utilities consistently repair street cuts to City standards.
- 13. Require permit applicants to show proof of contact with the Oregon Utility Notification Center to verify locations of existing facilities.
- 14. Create a right-of-way manager position to coordinate City right-of-way policies and programs.

Council members discussed the findings of the study and were in general support.

5. POLICY DISCUSSION ON UPDATING PLANNING FEES

Community Development Director Hendryx presented this item. Staff is seeking direction from Council on updating planning fees to reflect the cost of processing land use permits and an option of charging a fee to offset costs for specialized planning studies. Staff is also seeking direction on an option for charging a fee to offset the costs of preparing specialized planning studies that are generally funded by grants or the general fund. After discussion, consensus of Council members was that they were not adverse to 100% cost recovery for planning services (including the urban forester's and engineering staff's time), and adjust the timing of review of planning fees to coincide with the April edition of the Engineering News Record. Also, staff will look further into the possibility of charging a fee to offset the costs of preparing specialized planning studies.

6. DISCUSS AGENDA ITEMS FOR THE JULY 29, 2003, MEETING WITH THE COUNTY BOARD OF COMMISSIONERS

After discussion, Council decided to limit the agenda items it would propose to discuss with the Board to the Bull Mountain area annexation and the two new areas of the Urban Growth Boundary adjacent to Tigard.

7. COUNCIL LIAISON REPORTS: None

8. NON-AGENDA ITEMS

8.1 Consider Approval of Intergovernmental Agreement (IGA) to Provide for Sharing of Legal Expenses: Rogers Machinery, Inc. – US Supreme Court Docket O2-750 – Petition for Writ of Certiorari

City Manager presented the staff report on this item. The proposed IGA sets forth the agreement among Washington County Cities to share in the defense of the Rogers Machinery case. Washington County is coordinating the payment for the defense of this case.

Motion by Councilor Moore, seconded by Councilor Sherwood, to enter into the proposed Intergovernmental Agreement with Washington County and authorize the City Manager to sign.

The motion	was approv	ved by a	unanimous	vote of	Council	present
THE INOCION	was appro	ica <i>D</i> j a	anaminous	VOLC OI	Council	Pi Cociic

Mayor Griffith - Yes
Councilor Dirksen - Yes
Councilor Moore - Yes
Councilor Sherwood - Yes
Councilor Wilson - Yes

- 9. EXECUTIVE SESSION: Not held
- 10. ADJOURNMENT: 9:43 p.m.

Attest:

Catherine Wheatley, City Recorder

Mayor, City of Tigard

Date:

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COUNCIL MINUTES TIGARD CITY COUNCIL MEETING July 22, 2003

Mayor Griffith called the meeting to order at 6:30 p.m.

Council Present: Mayor Griffith; Councilors Dirksen, Moore, Sherwood, and Wilson

STUDY SESSION

> UPDATE – WASHINGTON COUNTY EFFORTS – WEST NILE VIRUS

Stormwater/Wasterwater Supervisor Eric Hand reviewed the proactive approach (education, larvae control) the Public Works Department is taking in coordination with Washington County Health Department and Multnomah County Vector & Nuisance Control Department concerning the West Nile Virus response plan. Mr. Hand also distributed a document: West Nile Virus Fact Sheet and Frequently Asked Questions.

> ADMINISTRATIVE ITEMS

The following items were reviewed with Council by City Manager Bill Monahan:

- Item 3.4 c. to be removed from the Consent Agenda for the Award of a Contract to Great Western Sweeping, Inc.; the current contract was extended for 30 days to resolve issues on this item.
- New Park and Recreation Advisory Board (PRAB) will be formed tonight if Council approves the proposed resolution (Item 3.2). The following Board members plan to attend the meeting: Carl Switzer, Shelley Richards, Mike Freudenthal, and Darrin Marks.
- A letter from Washington County was distributed to the Council inviting them to attend activities planned for National Night Out at Metzger Park. The Tigard Police Department is also planning activities throughout the Community. Haggen's grocery store is supplying free party packs to neighborhoods for local events.
- A Council packet was distributed for the July 29, 2003, Special City Council meeting with the Washington County Board of Commissioners.

EXECUTIVE SESSION: Not held

Study Session concluded at 7:18 p.m.

1. BUSINESS MEETING

- 1.1 Mayor Griffith called the meeting to order at 7:32 p.m.
- 1.2 Roll Call Mayor Griffith; Councilors Dirksen, Moore, Sherwood, and Wilson
- 1.3 Pledge of Allegiance
- 1.4 Council Communications & Liaison Reports: Councilor Dirksen advised that the Transportation Financing Strategies Task Force will soon forward a recommendation on a proposed Street Maintenance Fee.
- 1.5 Call to Council and Staff for Non-Agenda Items: No non agenda items were added; however, staff recommended that Consent Agenda Item 3.4c. be removed from the agenda. Item 3.4c will be rescheduled.
- 2. VISITOR'S AGENDA: No visitors
- 3. CONSENT AGENDA: Motion by Councilor Dirksen, seconded by Councilor Wilson to approve the Consent Agenda, with Item 3.4c removed:
 - 3.1 Approve Council Minutes for June 17, 2003 Meeting
 - 3.2 Appoint Seven New Members, an Alternate, and an Ex-Officio Member to the Park and Recreation Advisory Board Resolution No. 03 28
 - 3.3 Approve the Willamette River Water Coalition Intergovernmental Agreement
 - 3.4 Local Contract Review Board:
 - a. Award Contract for Crack Sealing of 92,250 Linear Feet of Cracks to Ashwood Construction, Inc.
 - b. Award Contract for Engineering/Security Services Water System Vulnerability Assessment to CH2M Hill/IDC
 - c. Award Contract for Street Sweeping to Great Western Sweeping, Inc.
 - 3.5 Approve the Dedication of a Portion of the Library Property along the Hall Boulevard Frontage to the Oregon Department of Transportation as Required by the Conditions of Approval for the New Library Project and Authorize the City Manager to Sign the Documents

The motion was approved by a unanimous vote of Council:

Mayor Griffith - Yes
Councilor Dirksen - Yes
Councilor Moore - Yes
Councilor Sherwood - Yes
Councilor Wilson - Yes

The Mayor acknowledged and welcomed the newly appointed Park and Recreation Advisory Board members in attendance:

- Carl Switzer
- Shelley Richards
- ➤ Mike Freudenthal
- Darrin Marks

4. DISCUSSION WITH STATE SENATOR GINNY BURDICK AND STATE REPRESENTATIVE MAX WILLIAMS

Senator Burdick discussed status of several bills at the state legislature with the Council. Representative Williams was unable to attend the meeting.

A summary of comments made are as follows:

- Approaching a breakthrough on budget and revenue, which include budget enhancements; however, no tax reform proposals expected.
- Legislature is looking at taking away from local governments the cigarette and liquor taxes collected that has been shared.
- More likely to see proposal on tax reform from an outside consortium, rather than from the legislature.
- Tigard/Tualatin Schools "will get through" with funding proposed for education; however, the District will not be able to restore any programs
- SB 444, 445, 446 regarding public safety bargaining proposals were discussed. Senator Burdick said two of these bills are "dead," and she was unsure of the status of the third bill.
- The proposed bill for the hotel/motel sales tax is now "hung up now on preemption."
- 5. CONTINUATION OF QUASI-JUDICIAL PUBLIC HEARING FROM JULY 8, 2003 CONSIDER THE APPEAL OF THE BRETTON WOODS SUBDIVISION (SUB2003-00001/PDR200300001/ VAR2003-00006/VAR2003-00007)

ITEM ON APPEAL: On May 28, 2003, the Planning Commission approved a request for a 10-lot Subdivision and Planned Development on 2.34 acres. The lots are to be developed with detached single-family homes. Lot sizes within the development are between 5,500 and 6,879 square feet. The applicant also requested approval for an Adjustment to the 200-foot cul-de-sac length standard,

and an Adjustment to the street improvement requirements of the Tigard Development Code Chapter 18.810. The Adjustment would allow the applicant to construct a curb-tight sidewalk as opposed to a sidewalk separated by a planter strip along SW 108th Avenue. On June 11, 2003 an appeal was filed pertaining to issues raised related to tree safety and water run-off through adjacent property caused by the development. **LOCATION:** 16455 SW 108th Avenue; WCTM 2S115AA, Tax Lots 1301 and 1400. **ZONE:** R-4.5: Low-Density Residential District. **APPLICABLE REVIEW CRITERIA:** Community Development Code Chapters 18.350, 18.390, 18.430, 18.790 and 18.810.100.

- a. Mayor Griffith continued the Public Hearing from the July 8, 2003, Council meeting.
- b. Declarations or Challenges Mayor Griffith read the following.
 - Do any members of Council wish to report any ex parte contact or information gained outside the hearing, including any site visits? (No ex parte contacts reported.)
 - Have all members familiarized themselves with the application? (Council members indicated familiarity.)
 - Are there any challenges from the audience pertaining to the Council's jurisdiction to hear this matter or is there a challenge on the participation of any member of the Council? (There were no challenges.)

c. Public Testimony

The hearing was opened on July 8, 2003. The proponents of the appeal and testimony from the City Forester were heard by the City Council. At this time, the applicants will have an opportunity to testify and rebuttal from the proponents and applicants will be heard.

The Mayor read the following:

For all those wishing to testify, please be aware that failure to raise an issue accompanied by statements or evidence sufficient to afford the Council and parties an opportunity to respond to the issue will preclude an appeal to the Land Use Board of Appeals on this issue. Testimony and evidence must be directed toward the criteria described by staff or other criteria in the plan or land use regulation which you believe apply to the decision.

Applicants

> Matt Sprague, Applicant's Representative, 9600 SW Oak Street, Suite 230, Portland, OR 97223, reviewed the background of the work done for the proposed development including plans to preserve the natural resources. He referred to a neighborhood meeting to discuss the proposed development. After that meeting, Mr. Sprague advised he redesigned the project to address some of the neighbors' concerns. He referred to continuing discussions with the neighbors with regard to preservation of trees. He mentioned that he talked with Mr. Ken Patton about what could be done to avoid silting of his pond; although there is silt that is coming from another property (not from the Bretton Woods property). While Mr. Sprague advised he did not promise a rock-lined drainage way to protect Mr. Patton's property from silting, he said he did promise to help find a solution to the silting problem.

Mr. Sprague reviewed storm drainage for the area and described how storm drainage would be handled. No stormwater detention is required for this property; creek beds are adequate to handle a 25-year flow event.

Mr. Sprague reviewed how they planned to protect the trees during construction and summarized the provisions in the tree protection plan. He advised he has not seen an arborist report from the appellants. Mr. Sprague referred to a statement made by the appellant's legal counsel, Mr. Dan Kearns, about how the trees will die; a statement that Mr. Sprague said could not be proven. He again referred to the applicant's tree protection plan, which was designed to preserve the natural resources.

He said the neighbors are appealing because of their perception of decreased safety. He again referred to the tree protection plan.

Mr. Sprague said he would continue to work with Mr. Patton to resolve runoff issues.

> Mr. Walter Knapp, 7615 SW Dunsmuir Lane, Beaverton, OR 97007 and Mr. Peter Torres, 8325 SW 42nd Avenue, Portland, OR 97219, arborists for the applicants presented testimony to the Council.

Mr. Torres reviewed information for tree protection, including the critical root zone, which was mistakenly represented by the appellants. He referred to several sections in the technical guide for *Trees and*

Development published by the International Society of Arboriculture (ISA). (Copies of reference materials submitted by Mr. Torres included an excerpt from the City Code for Lake Oswego, and excerpt of the City Code for Portland, and the ISA *Trees and Development* technical guide to preservation of trees during land development.)

Mr. Knapp testified on the difference between guidelines and standards insofar as the ISA outlined guidelines only and has no official sanction with regard to setting standards.

Mr. Knapp explained how they attempted to plan for the best tree protection available, including:

- 1. Locate the road as far away as possible.
- 2. Build up, rather than down (no intention to cut roots or remove soil)
- 3. Use a geotech fabric base to facilitate a permeable surface.

He also described the type of rock that would be used and how ventilation to the tree roots would be provided. He said he expected that they would be able to maintain a healthy environment for trees.

Mr. Knapp described the trees on the site and the tree protection measures that would be incorporated during construction.

- > Mr. Mark Padgett, 12974 SW Princeton Lane, Tigard, OR testified as the Chairman of the Planning Commission to clarify two points:
 - 1. Issue of "shared trees" the ownership of the trees is not a land use issue and could not be considered by the Planning Commission. Chairman Padgett advised that the Planning Commission vote was unanimous.
 - 2. The Planning Commission considers tree preservation is important. There must be a balance between development and environment interests. The Commission decided the applicant presented a good plan for tree preservation.

Meeting recessed at 9:12 p.m. Meeting reconvened at 9:23 p.m.

Rebuttal – Appellants

- > Mr. Dan Kearns, attorney representing the appellants, 910 Oregon National Building, 610 SW Alder Street, Portland, OR 97205 submitted two newspaper articles for the record and commented that these should have been mentioned as ex parte information. Mr. Kearns also submitted a June 30, 2003, letter from Jay Larson of Northwest Arbo-Culture, Inc. Mr. Kearns' rebuttal points included the following:
 - This would be a good site for the proposed development if there were no trees on the property.
 - Some of the trees have shared ownership; therefore, the developer cannot take them down.
 - Referred to TMC 18.790.030 and said the developer was proposing to take out 21% of the trees thereby narrowly avoiding some to this section's mitigation (triggered if 25% of the trees are removed) requirements. However some of the remaining trees will be placed in great jeopardy.
 - The applicant has the burden of proof that their plan is adequate.
 - Referred to City Forester Matt Stine's testimony and his concerns about the developer's proposal.
 - The tree protection plan presented by the developer is inadequate and referred to the ISA recommendations.
 - Referred to the City' Tree Protection Manual.
 - Objected to the characterization of the appellants' concerns as "perception."
 - Advised of impacts to trees with the road construction planned.
 - If the trees should fall, some homes could be hit.
 - Noted concerns about root disturbance and the removal of the trees' anchor systems.
 - Would like to see a financial guarantee required as well as something in writing about "wind throw."

During discussion with Mr. Kearns, Councilor Moore commented that the City's Tree Protection Manual applied to City-owned property. For property to be developed, a Tree Protection Plan must be submitted by the developer.

> Mr. Ken Patton, 16459 SW 108th Avenue, Tigard, OR presented rebuttal testimony with regard to drainage on his property. When adjacent property was developed in 1986, the developer was required to direct water runoff so that it would bypass his property. A 10-inch

pipe is clogged. Mr. Patton relayed his concerns about potential flooding and also silting of the pond located on his property. He would like the developer to be required, in writing, to unclog the 10-inch pipe.

City of Tigard Project Engineer Brian Rager commented on the natural drainageway; the fact that no onsite retention is required of the developer by Clean Water Services (because of proximity to the Tualatin River and additional flow into the drainageway will not cause problems). With regard to the 10-inch pipe, it was noted that even with a 25-year storm event, the water will stay within the existing channel and will not flood property. The developer must deal with erosion.

Applicant Rebuttal

- > Matt Sprague, 9600 SW Oak Street, Suite 230, Portland, OR referred to the appellants' attorneys comments that trees would fall. Mr. Sprague said the attorney could not prove that trees would fall. Mr. Sprague's comments included the following;
 - No onsite water detention is required.
 - Described why the road is proposed to be located as planned.
 There was discussion on the road location among the Council, staff and applicant.

Councilor Dirksen commented that he would like to see some written assurances that water runoff issues would be worked out to protect Mr. Patton's property. Councilor Wilson noted there is an obligation of the developer to keep silt off of Mr. Patton's property and that there would be additional water runoff, but in an amount that should not cause a problem.

Mr. Sprague noted the erosion control that would be required during construction including a water quality swale. He said there is potential for runoff on two adjacent properties. Mr. Sprague noted the intention to provide an infiltration barrier to prevent silt from depositing into Mr. Patton's pond.

Project Engineer Rager said the concern with the pond isn't necessarily related to erosion; however, additional flow could stir up sediment and there are no standards that say that the developer needs to prevent this "stirring up."

City Attorney Firestone advised that increased flow is not an issue.

Mr. Knapp noted the requirements to preserve and protect trees have been met. Mr. Torres read from a memo written by City Forester Matt Stine that indicated he was less worried about impacts of this development with the proposed design. The appellants did not submit an arborist report for preview. Again Mr. Torres referred to the ISA guidelines (not standards) and the need to exercise professional judgment.

Councilor Dirksen discussed with City Attorney Firestone the conditions of approval that could be required including a potential bond relating to guarantees of the developer.

- d. Associate Planner Kilby recommended that the Council approve the proposed development as approved by the Tigard Planning Commission.
- e. Mayor Griffith closed the public hearing.
- f. Discussion followed. City Attorney Firestone advised the Code requires a plan. To impose a condition on the developer to submit a bond, the Council would have to find that the tree protection plan is inadequate. The Council has no express authority to require a bond.

Councilor Wilson said he thought the tree protection plan provided by the developers was adequate. The Code does not give the City authority to impose additional requirements; the authority rests with the developer's arborist. The Code has been followed and now the City must make sure the developer follows the plan presented and to rely on professionals to do their job. Councilor Wilson advised he would vote against the appeal.

Councilor Moore referred to the developer's testimony regarding the plans to protect the trees and that the drainage would be adequately provided for. He said the developer's plan is acceptable.

Councilor Sherwood said there was no evidence that the applicants would not do a good job. City Attorney Firestone confirmed that the burden of proof that the Code requirements have been satisfied rests with the applicant. Councilor Sherwood reiterated that there has been no evidence showing that the applicants are not in compliance.

Councilor Dirksen advised he was distressed that the City could not enforce additional requirements and was concerned about storm water flow. He noted there were no guarantees offered; therefore, he would vote in favor of the appeal.

g. Council consideration: Motion by Councilor Wilson, seconded by Councilor Sherwood, to adopt Resolution No. 03-29.

RESOLUTION NO. 03-29 – A RESOLUTION UPHOLDING THE PLANNING COMMISSION'S FINAL ORDER APPROVING BRETTON WOODS SUBDIVISION (SUBDIVISION [SUB] 2003-00001/PLANNED DEVELOPMENT REVIEW [PDR] 2003-00001/ZONE CHANGE (ZON) 2003-00001/ADJUGSTMENT [VAR] 2003-00006/ADJUSTMENT [VAR] 2003-00007)

The motion was approved by a majority vote of Council present:

Mayor Griffith - Yes
Councilor Dirksen - No
Councilor Moore - Yes
Councilor Sherwood - Yes
Councilor Wilson - Yes

- h. Council will consider a final order, with findings, at its August 12, 2003, meeting.
- 6. PUBLIC HEARING (QUASI-JUDICIAL) ZONE CHANGE ANNEXATION (ZCA) 2003-00001 BRETTON WOODS SUBDIVISION ANNEXATION

REQUEST: The applicant is requesting to annex one (1) parcel of land containing 2.34 acres into the City of Tigard. **LOCATION:** 16455 SW 108th Avenue; WCTM 2S115AA, Tax Lot 1400. **ZONE:** R-4.5: Low-Density Residential District. The R-4.5 zoning district is designed to accommodate detached single-family homes with or without accessory residential units at a minimum lot size of 7,500 square feet. Duplexes and attached single-family units are permitted conditionally. Some civic and institutional uses are also permitted conditionally. **APPLICABLE REVIEW CRITERIA:** The approval standards for annexations are set out in Community Development Code Chapters 18.320 and 18.390, Comprehensive Plan Policies 2 and 10; ORS Chapter 222; and Metro Code Chapter 3.09.

- a. Mayor Griffith opened the public hearing.
- b. The Mayor read through the following:

- Do any members of Council wish to report any ex parte contact or information gained outside the hearing, including any site visits? (None reported.)
- Have all members familiarized themselves with the application? (All Council members indicated they were familiar with the application)
- Are there any challenges from the audience pertaining to the Council's jurisdiction to hear this matter or is there a challenge on the participation of any member of the Council? (There were no challenges.
- c. Assistant Planner Kilby presented the staff report and advised staff recommended the Council approved the proposed ordinance
- d. Public Testimony

The Mayor read the following:

For all those wishing to testify, please be aware that failure to raise an issue accompanied by statements or evidence sufficient to afford the Council and parties an opportunity to respond to the issue will preclude an appeal to the Land Use Board of Appeals on this issue. Testimony and evidence must be directed toward the criteria described by staff or other criteria in the plan or land use regulation which you believe apply to the decision.

Proponents:

- Applicant's representative Matt Sprague, 9600 SW Oak Street, Suite 230, Portland, OR testified that the applicant concurs with the staff report.
- e. Mayor Griffith closed the public hearing.
- f. Council Consideration: Motion by Councilor Sherwood, seconded by Councilor Dirksen, to adopt Ordinance No. 03-06.

The motion was approved by a unanimous vote of Council present:

Mayor Griffith	-	Yes
Councilor Dirksen	-	Yes
Councilor Moore	-	Yes
Councilor Sherwood	-	Yes
Councilor Wilson	-	Yes

7. CONSIDER AFFORDABLE HOUSING FEE ASSISTANCE REQUEST

Associate Planner Roberts presented the staff report and Henry Alvarez, representing Washington County, reviewed the improvements made to Bonita Villa. The project meets City guidelines with respect to eligible activities, zoning, time limits, and Enhanced Safety participation. It does not meet guidelines with respect to the dollar amount requested. The guidelines were set to allow Council flexibility in its application to specific projects. The staff report outlined the reasons why staff recommended that Council approve the request.

Councilor Sherwood, who sits on the Washington County Housing Advisory Board, advised she would abstain from voting on this request.

Motion by Councilor Wilson, seconded by Councilor Dirksen, to approve the request from Washington County Housing Services for fee assistance and authorize up to \$10,000 in fee reimbursement, with the actual amount to be determined based on the eventual fees and charges assessed.

The motion was approved by a majority vote of Council present:

Mayor Griffith - Yes
Councilor Dirksen - Yes
Councilor Moore - Yes

Councilor Sherwood - Abstained

Councilor Wilson - Yes

- 8. PUBLIC HEARING (INFORMATIONAL) TO CONSIDER ESTABLISHING SANITARY SEWER REIMBURSEMENT DISTRICT NO. 27 PORTIONS OF SW MURDOCK STREET, 100TH AVENUE)
 - a. Mayor Griffith opened the public hearing.
 - b. Project Engineer Greg Berry presented the staff report, which is on file with the City Recorder.

There was discussion among City Engineer Gus Duenas and Council members about the Reimbursement District Program. On August 12, District Nos. 28 and 29 will be reviewed with regard to status of bids received and information about how to prioritize funding and construction of District Nos. 27, 28, and 29. None of these districts have been formed. In addition there was discussion about some amendments to the program suggested by City Engineer Duenas at the July 15, 2003, workshop. The Council will consider amending the Sewer Reimbursement District Program at a later date.

c. Public Testimony

- Daniel Garner, 15065 SW 98th Avenue, Tigard, testified that he has lived at this location for 13 years. He disagreed that the neighborhood meeting forming this district was "supportive" and that he would characterize the mood of those present as "hostile." He noted he was "thunderstruck" by the amount he would have to pay if he connected to the sewer. He asked the Council consider the timing (economic times) and to prioritize the formation of the sewer districts to those area that need sewer. He noted that Peppertree residents were not included in the district and that the costs would be reduced if they were added. City Engineer Duenas noted the reasons why the Peppertree area was not included in the District, including the fact that these homes are relatively new.
- Jim Corliss, 9750 SW Inez, Tigard OR advised that he owns undeveloped property at 100th and Murdock and that he supports sewer installation. He would like to see alteration of the provisions so that one must hook up to the sewer within three years after development occurs on the property. City Engineer Duenas advised that the proposed amendments (to be considered by Council at a later date) would address this matter. Mr. Corliss also referred to storm drainage problems in the area.
- Steve Davidson, testified that he was concerned about repair or replacement of existing septic systems should sewer be available. He also commented on the financial issues for property owners.
- d. Project Engineer Berry advised staff recommended that the Council approve formation of Reimbursement District No. 27.
- e. Mayor Griffith closed the pubic hearing.
- f. Council Discussion: Three sewer reimbursement districts are ready to be formed only two can be funded this year. It was decided that the Council would consider whether to form each of these districts at its August 12 meeting and decide which two will be funded this year and which one will be funded next fiscal year (after July 1, 2004).
- 9. COUNCIL LIAISON REPORTS: Councilor Dirksen advised that the Transportation Financing Strategies Task Force had reached a consensus on the street maintenance fee and would report its findings to Council next month.

10.	NON AGENDA ITEMS: None	
11.	EXECUTIVE SESSION: Not held	
12.	ADJOURNMENT: 11:22 p.m.	
Attest	:	Catherine Wheatley, City Recorder
Mayor	, City of Tigard	
Date:_		
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AGENDA ITEM#	
FOR AGENDA OF	August 26, 2003

CITY OF TIGARD, OREGON COUNCIL AGENDA ITEM SUMMARY

ISSUE/AGENDA TITLE DECLARING REAL PROPERTY LOCATED AT 13050 SW WALNUT AS
SURPLUS AND AUTHORIZE THE SALE OF SAID PROPERTY.
PREPARED BY: Terry Muralt, Buyer DEPT HEAD OK CITY MGR OK
ISSUE BEFORE THE COUNCIL
Shall the City Council declare property classified "substandard undeveloped" located at 13050 SW Walnut Street as surplus and authorize the City Manager or designee to offer the property for sale, including negotiating final price and terms?
STAFF RECOMMENDATION
Declare property as surplus and authorize the City Manager or designee to offer the property for sale notifying all property owners within 250 feet of said property and to any party who has inquired about the purchase as required by Tigard Municipal Code 3.44.010, and authorize the City Manager or designee to negotiate final price and terms. After negotiation of final price and terms, the City Manager is directed to return the sale to City Council for final approval per TMC 3.44.010.C.
<u>INFORMATION SUMMARY</u>
Two parcels of property were purchased by the City for the Gaarde Street Phase 1 Project that extended Gaarde Street from the Quail Hollow-West Subdivision north to intersect Walnut Street. The portion necessary for the street development has been retained. The remaining remnant has a non-access easement to prohibit direct access from Gaarde Street to the property due to the proximity to the Walnut Street/Gaarde Street intersection. Therefore, because of the non-access easement and in the best interest of the City, a lot consolidation was completed to create one parcel of 24, 379 square feet. The City hired an appraiser to determine the value of the property. The value was determined to be \$18, 290. The City will attempt to obtain this price plus the cost of the appraisal. OTHER ALTERNATIVES CONSIDERED
Hold the property for future sale or other public use.
VISION TASK FORCE GOAL AND ACTION COMMITTEE STRATEGY
None.
ATTACHMENT LIST
 Resolution Legal Description of parcel. Geographic map indicating the location of the lot. FISCAL NOTES
Proceeds from the sale will be deposited in the Traffic Impact Fee Fund, which provided funding for the original purchase.

CITY OF TIGARD, OREGON

RESOLUTION NO.	03-
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	N DECLARING REAL PR AUTHORIZE THE SALE OF	OPERTY LOCATED AT 13050 SW WALNUT AS SAID PROPERTY.	
WHEREAS, the Phase 1 Project;	City acquired property located	at 13050 SW Walnut for the construction of Gaarde Street	
WHEREAS, the surplus property		ty not needed for the street improvement can be considered	
		the Gaarde-Walnut Street Improvements has been defined g to Tigard Municipal Code Chapter 3.44.010;	
WHEREAS, Tig this, and	ard Municipal Code Chapter 3.4	44.010 describes the process to dispose of property such as	
NOW, THEREF	ORE, BE IT RESOLVED by th	e Tigard City Council that:	
SECTION 1:	The sale of the property 130 interest.	050 SW Walnut has been determined to be in the public	
SECTION 2:	The property is defined as sub	ostandard undevelopable.	
SECTION 3:	The City Manager or designee is authorized to offer the property for sale in accordance with TMC 3.44.010, including negotiating final price and terms.		
SECTION 4:	After negotiation of final pric to City Council for final appre	the and terms, the City Manager is directed to return the sale aboval per TMC 3.44.010.C.	
SECTION 5:	This resolution is effective in	nmediately upon passage.	
PASSED:	This day of	2003.	
		Mayor - City of Tigard	
ATTEST:			
*			
City Recorder - 0	City of Tigard		
RESOLUTION I	NO. 03 -		

LEGAL DESCRIPTION FOR PROPERTY REMAINING IN TAX LOT 1700

A TRACT OF LAND LOCATED IN THE NE ONE-QUARTER OF SECTION 4, TOWNSHIP 2 SOUTH, RANGE 1 WEST, WILLAMETTE MERIDIAN, CITY OF TIGARD, WASHINGTON COUNTY, OREGON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE TRACT OF LAND DESCRIBED IN DOCUMENT NUMBER 94062914 OF THE WASHINGTON COUNTY DEED RECORDS. ALSO BEING THE NORTHEAST CORNER OF LOT 125 QUAIL HOLLOW WEST AS RECORDED IN BOOK 130 PAGE 42-48 OF THE WASHINGTON COUNTY SUBDIVISION RECORDS: THENCE S 88° 43' 41" E. ALONG THE NORTH LINE OF QUAIL HOLLOW WEST A DISTANCE OF 95.10 FEET TO A POINT WHICH IS 65.00 FEET FROM THE CENTER LINE IN SURVEY NUMBER 28529 OF THE WASHINGTON COUNTY SURVEY RECORDS AND THE TRUE POINT OF BEGINNING: THENCE N 01° 57' 20" E. 65 FEET FROM SAID CENTER LINE, WHEN MEASURED AT RIGHT-ANGLES. A DISTANCE OF164.88 FEET TO A POINT OF CURVE OF A CURVE TO THE RIGHT; THENCE ALONG SAID CURVE TO THE RIGHT WITH A RADIUS OF 4735.00 FEET, A DELTA OF 2° 55' 37" (A CHORD WHICH BEARS N 03° 25' 09" E 241.86) AND A LENGTH OF 241.89 FEET TO THE SOUTHERLY LINE OF THE PROPERTY DESCRIBED IN DOCUMENT NO. 930252210F THE WASHINGTON COUNTY DEED RECORDS; THENCE S 87° 00' 44" E. ALONG SAID SOUTHERLY LINE, A DISTANCE OF 38.47 FEET TO THE SOUTHEAST CORNER OF SAID FEE NUMBER; THENCE S 02° 21' 17" W, ALONG THE EAST LINE OF DOCUMENT NUMBER 94062914 OF THE WASHINGTON COUNTY DEED RECORDS, A DISTANCE OF 405.48 FEET TO THE SOUTHEAST CORNER OF SAID DOCUMENT NO. AND THE NORTH LINE OF QUAIL HOLLOW WEST: THENCE N 88° 43'41" W . ALONG THE SOUTH LINE OF SAID DOCUMENT NO., A DISTANCE OF 41.82 FEET TO THE POINT OF BEGINNING.

CONTAINING 17057 SQUARE FEET.

ALSO INCLUDING THE FOLLOWING

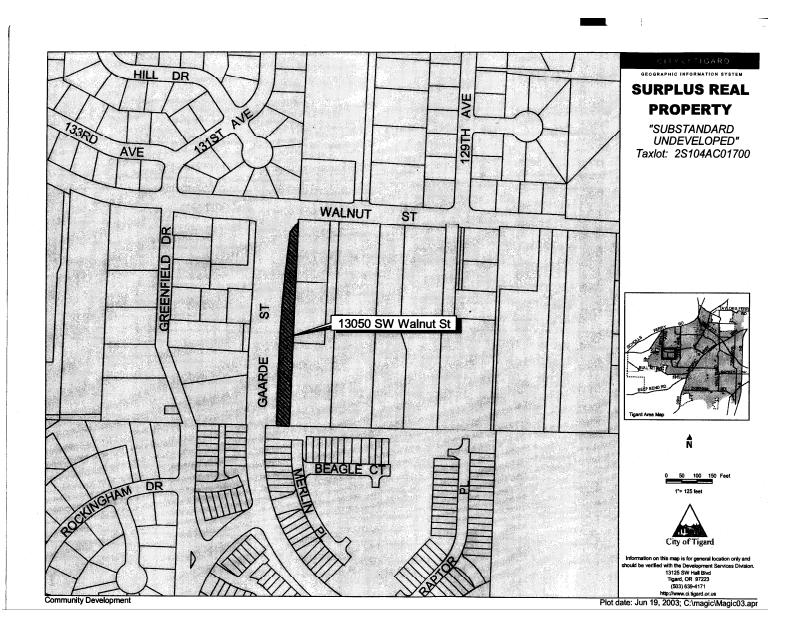
COMMENCING AT THE SOUTHWEST CORNER OF THE TRACT OF LAND DESCRIBED IN DOCUMENT NUMBER 94062914 OF THE WASHINGTON COUNTY DEED RECORDS, ALSO BEING THE NORTHEAST CORNER OF LOT 125 QUAIL HOLLOW WEST AS RECORDED IN BOOK 130 PAGE 42-48 OF THE WASHINGTON COUNTY SUBDIVISION RECORDS; THENCE S 88° 43′ 41″ E, ALONG THE NORTH LINE OF QUAIL HOLLOW WEST A DISTANCE OF 95.10 FEET TO A POINT WHICH IS 65.00 FEET FROM THE CENTER LINE IN SURVEY NUMBER 28529 OF THE WASHINGTON COUNTY SURVEY RECORDS; THENCE N 01° 57′ 20″ E, 65 FEET FROM SAID CENTER LINE, WHEN MEASURED AT RIGHT-ANGLES, A DISTANCE

OF164.88 FEET TO A POINT OF CURVE OF A CURVE TO THE RIGHT; THENCE ALONG SAID CURVE TO THE RIGHT WITH A RADIUS OF 4735.00 FEET, A DELTA OF 2° 55' 37" (A CHORD WHICH BEARS N 03° 25' 09" E 241.86 FEET) AND A LENGTH OF 241.89 FEETTO THE SOUTHERLY LINE OF THE PROPERTY DESCRIBED IN DOCUMENT NO. 930252210F THE WASHINGTON COUNTY DEED RECORDS AND THE TRUE POINT OF BEGINNING; THENCE CONTINUING ALONG A CURVE TO, THE RIGHT WITH A RADIUS OF 4735.00 FEET, A DELTA OF 2° 37' 11" (A CHORD WHICH BEARS N 06° 11' 33" E 216.49 FEET) AND A LENGTH OF 216.51 FEET; THENCE N 38° 41' 53"E A DISTANCE OF 40.48 FEET TO THE EASTERLY LINE OF DOCUMENT NO. 93025221 OF THE WASHINGTON COUNTY DEED RECORDS; THENCE S 02° 21' 17" W, ALONG SAID EASTERLY LINE, A DISTANCE OF 249.01 FEET; THENCE N 87° 00' 44" W A DISTANCE OF 38.47 FEET TO THE POINT OF BEGINNING.

CONTAINING 7322 SQUARE FEET.

ALSO INCLUDING A 1 FOOT WIDE NON-ACCESS EASEMENT TO THE CITY OF TIGARD DESCRIBED AS FOLLOWS

COMMENCING AT THE SOUTHWEST CORNER OF THE TRACT OF LAND DESCRIBED IN DOCUMENT NUMBER 94062914 OF THE WASHINGTON COUNTY DEED RECORDS, ALSO BEING THE NORTHEAST CORNER OF LOT 125 QUAIL HOLLOW WEST AS RECORDED IN BOOK 130 PAGE 42-48 OF THE WASHINGTON COUNTY SUBDIVISION RECORDS: THENCE S 88° 43' 41" E, ALONG THE NORTH LINE OF QUAIL HOLLOW WEST A DISTANCE OF 95.10 FEET TO A POINT WHICH IS 65.00 FEET FROM THE CENTER LINE IN SURVEY NUMBER 28529 OF THE WASHINGTON COUNTY SURVEY RECORDS AND THE TRUE POINT OF BEGINNING: THENCE N 01° 57' 20" E. 65 FEET FROM SAID CENTER LINE WHEN MEASURED AT RIGHT-ANGLES. A DISTANCE OF164.88 FEET TO A POINT OF CURVE OF A CURVE TO THE RIGHT: THENCE ALONG SAID CURVE TO THE RIGHT WITH A RADIUS OF 4735.00 FEET, A DELTA OF 5° 32' 48" (A CHORD WHICH BEARS N 04° 43' 44" E 458.21') AND A LENGTH OF 458.39 FEET: THENCE N 38° 41' 53" E 40.48 FEET TO THE EASTERLY LINE OF THE PROPERTY DESCRIBED IN DOCUMENT NO. 93025221 OF THE WASHINGTON COUNTY DEED RECORDS; THENCE S 02°21' 17" W, ALONG SAID EASTERLY LINE A DISTANCE OF 1.69 FEET: THENCE S 38° 41' 53" W 38.82 FEET TO A POINT 66.00 FEET FROM THE CENTER LINE AS MONUMENTED IN SURVEY NO. 28529 AND A POINT ON A NON-TANGENT CURVE TO THE LEFT; THENCE ALONG SAID CURVE TO THE LEFT WITH A RADIUS OF 4734.00 FEET A DELTA OF 5°32'36" (A CHORD WHICH BEARS S 04° 43' 38" W, 457.84 FEET) AND A LENGTH OF 458.02 FEET TO A POINT OF TANGENCY; THENCE S 01° 57' 20" W A DISTANCE OF 164.87 FEET TO THE NORTH LINE OF QUAIL HOLLOW WEST: THENCE N 88° 43' 41" W A DISTANCE OF 1.00 FEET TO THE POINT OF BEGINNING.



AGENDA ITEM#_	
FOR AGENDA OF	August 26, 2003

CITY OF TIGARD, OREGON COUNCIL AGENDA ITEM SUMMARY

ISSUE/AGENDA TITLE
PREPARED BY: Cathy Wheatley DEPT HEAD OK CITY MGR OK
ISSUE BEFORE THE COUNCIL
A discussion with State Senator Ginny Burdick and State Representative Max Williams on issues of interest to Council.
STAFF RECOMMENDATION
Identify issues of interest or concern for Senator Burdick and Representative Williams.
<u>INFORMATION SUMMARY</u>
The Legislative Assembly convened on January 13, 2003. As long as the Assembly is in session, Senator Burdick and Representative Williams will meet with Council on the 4 th Tuesday of each month during the Council business meeting to update Council on legislative activities. A memo from staff summarizing legislative issues of interest will be distributed with the Council mail on Friday, August 22, 2003.
OTHER ALTERNATIVES CONSIDERED
None.
VISION TASK FORCE GOAL AND ACTION COMMITTEE STRATEGY
Communication Goal #1, Action Committee Strategy: "Encourage public participation through accessibility and education."
FISCAL NOTES

 $None. \\ {\tt I:ADM\PACKET'03\20030826\MAX\&GINNYAIS.DOC}$

AGENDA ITEM#	
FOR AGENDA OF	August 26, 2003

CITY OF TIGARD, OREGON COUNCIL AGENDA ITEM SUMMARY

ISSUE/AGENDA TITLE	Formation of Sanitary	Sewer	Reimbursement	District No.	<u>. 28 (SW</u>	<u>O'Mara,</u>
McDonald Streets)						
PREPARED BY: G. Berry	DEPT HEAD OK		CITY M	IGR OK _		
	ISSUE BEFOR	E THE	COUNCIL			
Formation of a sewer reimbur Sewer Extension Program.	sement district to construc	t a sanit	ary sewer project	as part of the	Neighborh	100d
	STAFF RECO)MMEN	<u>IDATION</u>			
Approval of the attached Resolution forming the Reimbursement District.						
	DIEODAGATI	ONTOTE	MALADA			

INFORMATION SUMMARY

On June 10, 2003, City Council conducted informational hearings and considered establishing Reimbursement District No. 28 (SW O'Mara, McDonald Streets) and No. 29 (SW Park Street, Derry Dell Court). Council continued the hearings and directed that a neighborhood meeting be conducted. On June 24, 2003, City Council closed the hearings for Districts Nos. 28 and 29 and declined to form the districts pending the results of a neighborhood meeting. The neighborhood meeting was conducted on July 9, 2003. On August 12, 2003, City Council considered the results of the neighborhood meeting and directed staff to submit a request for establishment of Reimbursement Districts Nos. 28 and 29 and award the contracts to construct the projects.

Reimbursement District 28 would provide sewer service to thirty-six lots along SW O'Mara Street and adjacent portions of SW Frewing Street, Edgewood Street, Hill View Court, and McDonald Street. Through the City's Neighborhood Sewer Extension Program, the City would install public sewers to each lot within the Reimbursement District and the owners would reimburse the City for a fair share of the cost of the public sewer at the time of connection to the sewer. In addition, each owner would be required to pay a connection fee of \$2,435 before connecting to the line and would be responsible for disconnecting the existing septic system according to County rules and any other plumbing modifications necessary to connect to the public line. Each owner has been notified of the hearing by mail. The notice, mailing list and additional details are included in the City Engineer's Report attached as Exhibit A to the proposed resolution.

If Council approves this request to form the Reimbursement District, Council will be requested to award the contract for the construction of the project.

Another resolution to finalize the formation of the Reimbursement District, with cost adjustments, will be submitted for Council action after construction is completed and actual construction costs are determined.

OTHER ALTERNATIVES CONSIDERED

None.

VISION TASK FORCE GOAL AND ACTION COMMITTEE STRATEGY

Not applicable.

Resolution 01-46

ATTACHMENT LIST

Proposed Resolution
Exhibit A- City Engineer's Report
Exhibit B- Map
Vicinity Map
Notice to Owners
Letter
Estimated Cost to Owners
Mailing List

FISCAL NOTES

Funding is by unrestricted sanitary sewer funds.

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CITY OF TIGARD, OREGON

RESOLUTION NO. 03-

A RESOLUTION ESTABLISHING SANITARY SEWER REIMBURSEMENT DISTRICT NO. 28 (SW O'MARA, MCDONALD STREETS)

WHEREAS, the City has initiated the Neighborhood Sewer Extension Program to extend public sewers and recover costs through Reimbursement Districts in accordance with TMC Chapter 13.09; and

WHEREAS, these property owners have been notified of a public hearing in accordance with TMC 13.09.060 and a public hearing was conducted in accordance with TMC 13.09.050; and

WHEREAS, the City Engineer has submitted a report describing the improvements, the area to be included in the Reimbursement District, the estimated costs, a method for spreading the cost among the parcels within the District, and a recommendation for an annual fee adjustment; and

WHEREAS, the City Council has determined that the formation of a Reimbursement District as recommended by the City Engineer is appropriate.

NOW, THEREFORE, BE IT RESOLVED by the Tigard City Council that:

SECTION 1	The City Engineer's report titled "Sanitary Sewer Reimbursement District No. 28", attached hereto as Exhibit A, is hereby approved.
SECTION 2	A Reimbursement District is hereby established in accordance with TMC Chapter 13.09. The District shall be the area shown and described on Exhibit B. The District shall be known as "Sanitary Sewer Reimbursement District No. 28, SW O'Mara, McDonald Streets."
SECTION 3	Payment of the reimbursement fee as shown in Exhibit A is a precondition of receiving City permits applicable to development of each parcel within the Reimbursement District as provided for in TMC 13.09.110.
SECTION 4	An annual fee adjustment, at a rate recommended by the Finance Director, shall be applied to the Reimbursement Fee.
SECTION 5	The City Recorder shall cause a copy of this resolution to be filed in the office of the County Recorder and shall mail a copy of this resolution to all affected property owners at their last known address, in accordance with TMC 13.09.090.
SECTION 6	This resolution is effective immediately upon passage.
PASSED:	This day of 2003.
ATTEST:	Mayor - City of Tigard

RESOLUTION NO. 03-

City Recorder - City of Tigard
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Exhibit A

City Engineer's Report Sanitary Sewer Reimbursement District No. 28 (SW O'Mara and McDonald Streets)

Background

This project will be constructed and funded under the City of Tigard Neighborhood Sewer Extension Program (NSEP). Under the program the City of Tigard would install public sewers to each lot within a project area. At the time the property owner connects to the sewer, the owner would pay a connection fee of \$2,435 and reimburse the City for a fair share of the cost of the public sewer. There is no requirement to connect to the sewer or pay any fee until connection is made. In addition, property owners are responsible for disconnecting their existing septic system according to Washington County rules and for any other modifications necessary to connect to the public sewer.

Project Area - Zone of Benefit

An existing sanitary sewer line in SW O'Mara Street would be extended west from between SW Hill Street and SW Frewing Street to serve thirty-six lots as shown on Exhibit Map B.

Cost

The estimated cost for the sanitary sewer construction is \$384,997.62. This includes the \$366,664,40 bid by the contractor plus a 5% contingency of \$18,333.22. Engineering and inspection fees amount to \$51,974.68 (13.5%) as defined in TMC 13.09.040(1). The estimated total project cost is \$436,972.30. This is the amount that should be reimbursed to the sanitary sewer fund as properties connect to the sewer and pay their fair share of the total amount. However, the actual amount that each property owner pays is subject to the City's incentive program for early connections.

In addition to sharing the cost of the public sewer line, each property owner will be required to pay an additional \$2,435 connection and inspection fee when connection to the public line is made. All owners will be responsible for all plumbing costs required for work done on private property.

Reimbursement Rate

All properties in this area are zoned R-4.5 but vary in lot size from about 14,000 square feet to over 38,000 as can be seen on the attached list of owners in. Therefore, it is recommended that the total cost of the project be divided among the thirty-six properties proportional to the square footage of each property.

Resolution 01-46 limits this fee to \$6,000 to the extent that it does not exceed \$15,000 per owner for connections completed within three years of final approval of the City Engineer's Report.

Other reimbursement methods include dividing the cost equally among the owners or by the length of frontage of each property. These methods are not recommended because there is no correlation between these methods and the cost of providing service to each lot or the benefit to each lot.

Each property owner's estimated fair share of the public sewer line is \$0.62 per square foot of the lot served. Each owner's fair share would be limited to \$6,000 to the extent that it does not exceed \$15,000, for connections completed within three years of City Council approval of the final City Engineer's Report following construction in accordance with Resolution 01-46 (attached). In addition to paying for the first \$6,000, owners will remain responsible for paying all actual costs that exceed \$15,000.

Annual Fee Adjustment

TMC 13.09.115 states that an annual percentage rate shall be applied to each property owner's fair share of the sewer line costs on the anniversary date of the reimbursement agreement. The Finance Director has set the annual interest rate at 6.05% as stated in City of Tigard Resolution No. 98-22.

Recommendation

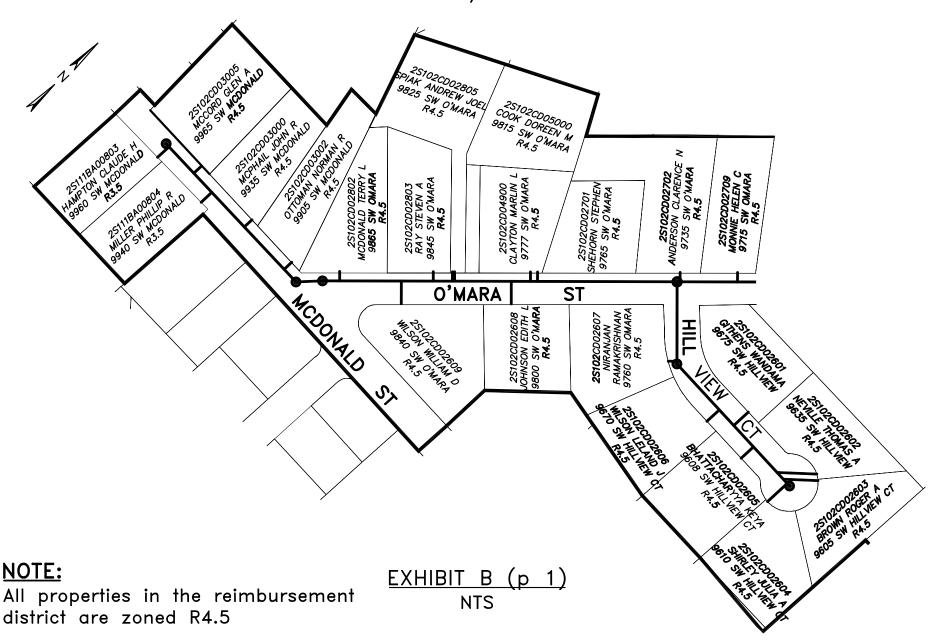
It is recommended that a reimbursement district be formed with an annual fee increase as indicated above and that the reimbursement district continue for fifteen years as provided in the Tigard Municipal Code (TMC) 13.09.110(5). Fifteen years after the formation of the reimbursement district, properties connecting to the sewer would no longer be required to pay the reimbursement fee.

Submitted August 12, 2003

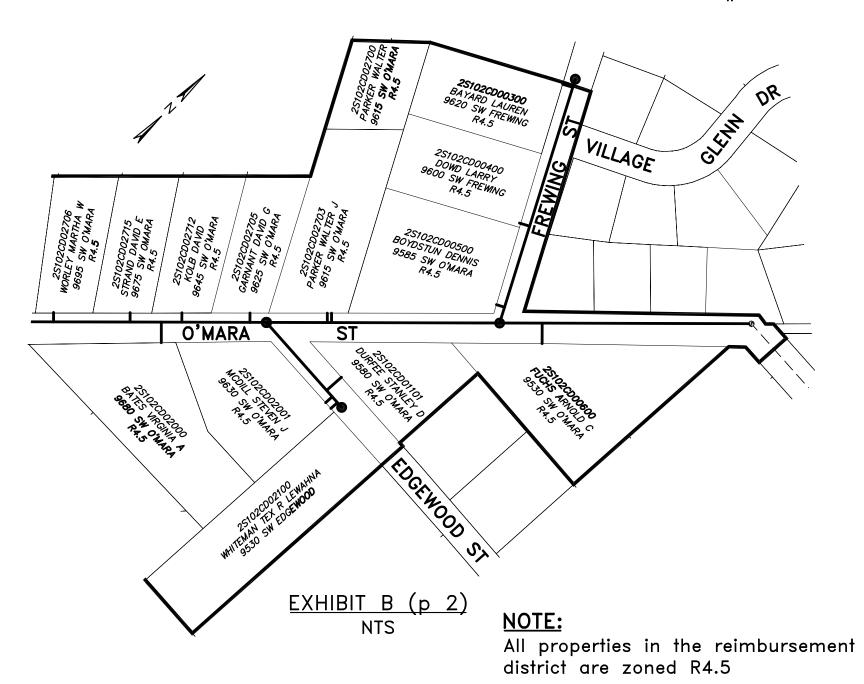
Agustin P. Duenas, P.E. City Engineer

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O'MARA, MCDONALD SANITARY SEWER IMPROVEMENTS REIMBURSEMENT DISTRICT #28 A PORTION OF THE SW 1/4 OF SECTION 2 T2S R1W W.M.

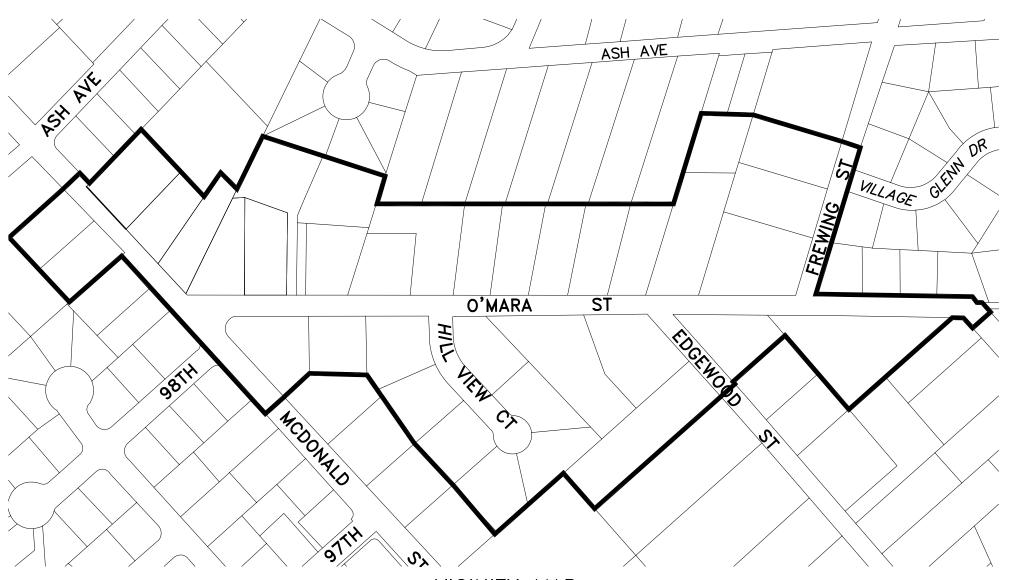


O'MARA, MCDONALD SANITARY SEWER IMPROVEMENTS REIMBURSEMENT DISTRICT #28





O'MARA, MCDONALD SANITARY SEWER IMPROVEMENTS REIMBURSEMENT DISTRICT #28 A PORTION OF THE SW 1/4 OF SECTION 2 T2S R1W W.M.



VICINITY MAP NTS

NOTICE Informational Hearing

NOTICE IS HEREBY GIVEN
THAT THE **TIGARD CITY COUNCIL**AT A MEETING ON **TUESDAY, August 26, 2003 AT 7:30 PM**IN THE TOWN HALL OF THE TIGARD CIVIC CENTER
13125 SW HALL BLVD
TIGARD OR 97223

TO CONSIDER THE FOLLOWING:

Proposed Sanitary Sewer Reimbursement District No. 28. (SW O'Mara and McDonald Streets)

The Tigard City Council will conduct an informational public hearing to hear testimony on the proposed Reimbursement District formed to install sewers in SW O'Mara and McDonald Streets.

Both public oral and written testimony is invited.

The public hearing on this matter will be conducted as required by Section 13.09.060 of the Tigard Municipal Code.

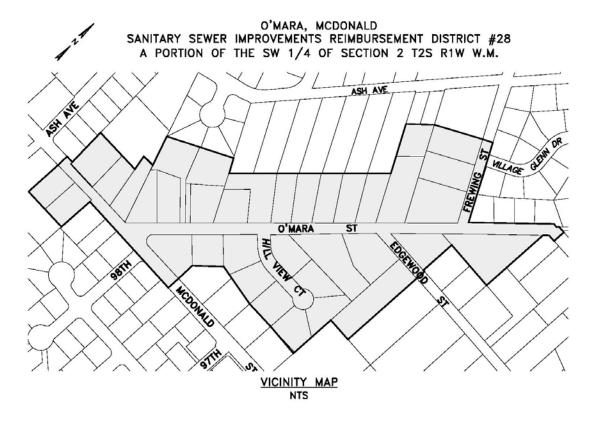
Further information and the scheduled time for this item during the Council meeting may be obtained from the Engineering Department, 13125 SW Hall Blvd. Tigard, Oregon 97223, by calling 503 718-2468 or at www.ci.tigard.or.us.

Proposed Sanitary Sewer Reimbursement District No. 28 (SW O'Mara and McDonald Streets)

This meeting has been set over from June 10, 2003. City Council will again be requested to form a sewer reimbursement district to provide your neighborhood with sewer service. There is no requirement to connect to the sewer or pay any fee until connection is made. Each property owner's estimated fair share of the public sewer line is based on the area of the lot served and is summarized in the attached table. This amount will be revised once construction is completed and final costs are determined. An annual increase of 6.05% simple interest will also be applied to this amount.

The amount each property owner will be required to pay will be limited to \$6,000 for connections completed within three years of City Council approval of the final City Engineer's Report following construction, in accordance with Resolution 01-46. Please note that this resolution also requires the owner to pay any fair share amounts that exceed \$15,000. Consequently, if the final fair share for an owner exceeds \$15,000, the owner would be required to pay \$6,000 plus the amount the fair share exceeds \$15,000.

The owner would also be required to pay a connection fee of \$2,435 at the time of connection to the sewer. In addition, property owners are responsible for disconnecting their existing septic system according to Washington County rules and for any other modifications necessary to connect to the public sewer.



Reimbursement District No. 28

Estimated Cost to Property Owners Based on Bid Results

	OWNER	TAX LOT	SITE ADDRESS	AREA (AC)	AREA (S.F.)	ESTIMATED COST TO PROPERTY OWNER
1	BAYARD LAUREN &	2S102CD00300	9620 SW FREWING ST	0.474	20637.64	\$12,734
2	DOWD LARRY & LAURA	2S102CD00400	9600 SW FREWING ST	0.490	21361.74	\$13,181
3	BOYDSTUN DENNIS GREGORY	2S102CD00500	9585 SW O'MARA ST	0.701	30515.00	\$18,829
4	FUCHS ARNOLD C & SHIRLEY K	2S102CD00600	9530 SW O'MARA ST	0.888	38692.36	\$23,875
5	DURFEE STANLEY D & CYNTHIA A	2S102CD01101	9580 SW O'MARA ST	0.420	18304.62	\$11,295
6	BATES VIRGINIA A	2S102CD02000	9680 SW O'MARA ST	0.814	35470.82	\$21,887
7	MCDILL STEVEN J & KIMBERLY C	2S102CD02001	9630 SW O'MARA ST	0.593	25842.80	\$15,946
8	WHITEMAN TEX R LEWAHNA	2S102CD02100	9530 SW EDGEWOOD	0.822	35818.39	\$22,102
9	GITHENS WANDAMA TRUSTEE	2S102CD02601	9675 SW HILLVIEW CT	0.360	15689.58	\$9,681
10	NEVILLE THOMAS A &	2S102CD02602	9635 SW HILLVIEW CT	0.350	15244.34	\$9,407
11	BROWN ROGER A & JENNIFER A	2S102CD02603	9605 SW HILLVIEW CT	0.343	14935.36	\$9,216
12	SHIRLEY JULIA A	2S102CD02604	9610 SW HILLVIEW CT	0.373	16247.55	\$10,026
13	BHATTACHARYYA KEYA	2S102CD02605	9608 SW HILLVIEW CT	0.372	16188.05	\$9,989
14	WILSON LELAND J & TAMMIE L	2S102CD02606	9670 SW HILLVIEW CT	0.357	15550.98	\$9,596
15	NIRANJAN RAMAKRISHNAN &	2S102CD02607	9760 SW OMARA ST	0.413	18010.91	\$11,114
16	JOHNSON EDITH L TRUSTEE	2S102CD02608	9800 SW O'MARA ST	0.341	14850.93	\$9,164
17	WILSON WILLIAM D JR AND	2S102CD02609	9840 SW O'MARA ST	0.469	20431.40	\$12,607
18	PARKER WALTER J & LOLA B	2S102CD02700	9615 SW O'MARA ST	0.317	13803.70	\$8,518
19	SHEHORN STEPHEN LEE	2S102CD02701	9765 SW O'MARA ST	0.353	15382.78	\$9,492
20	ANDERSON CLARENCE N TR	2S102CD02702	9735 SW O'MARA ST	0.555	24166.33	\$14,912
21	PARKER WALTER J & LOLA B	2S102CD02703	9615 SW O'MARA ST	0.664	28910.26	\$17,839
22	GARNANT DAVID G & JOYCE	2S102CD02705	9625 SW O'MARA ST	0.380	16551.32	\$10,213
23	WORLEY MARTHA W	2S102CD02706	9695 SW O'MARA ST	0.381	16608.92	\$10,249
24	MONNIE HELEN C & MICHAEL D &	2S102CD02709	9715 SW OMARA ST	0.350	15266.46	\$9,420
25	KOLB DAVID & JANE F TRS	2S102CD02712	9645 SW O'MARA ST	0.396	17259.97	\$10,650
26	STRAND DAVID E	2S102CD02715	9675 SW OMARA ST	0.373	16235.91	\$10,018
27	MCDONALD TERRY L/DIANE L	2S102CD02802	9865 SW OMARA ST	0.357	15547.83	\$9,594
28	RAY STEVEN A & DEBORAH M	2S102CD02803	9845 SW O'MARA ST	0.391	17039.10	\$10,514
29	SPIAK ANDREW JOEL	2S102CD02805	9825 SW O'MARA ST	0.515	22452.38	\$13,854
30	MCPHAIL JOHN R & LEANN	2S102CD03000	9935 SW MCDONALD ST	0.331	14429.69	\$8,904
31	OTTOMAN NORMAN R TRUSTEE	2S102CD03002	9905 SW MCDONALD ST	0.357	15548.13	\$9,594
32	MCCORD GLEN A & ELIZABETH A	2S102CD03005	9965 SW MCDONALD ST	0.472	20566.85	\$12,691
33	CLAYTON MARLIN L	2S102CD04900	9777 SW O'MARA ST	0.375	16340.51	\$10,083
34	COOK DOREEN M	2S102CD05000	9815 SW O'MARA ST	0.417	18182.66	\$11,220
35	HAMPTON CLAUDE H	2S111BA00803	9960 SW MCDONALD ST	0.345	15038.60	\$9,280
36	MILLER PHILLIP R	2S111BA00804	9940 SW MCDONALD ST	0.345	15038.33	\$9,279
			Totals	16.26	708,162.22	\$436,972.30

2S102CD-02702 ANDERSON CLARENCE N TR ANDERSON ANN K TR 9735 SW O'MARA ST TIGARD, OR 97223

2S102CD-02000 BATES VIRGINIA A 9680 SW O'MARA ST TIGARD, OR 97223

2S102CD-00300 BAYARD LAUREN & BILLICK KEVIN 9620 SW FREWING ST TIGARD, OR 97223

2S102CD-02605 BHATTACHARYYA KEYA 9608 SW HILLVIEW CT TIGARD, OR 97223

2S102CD-00500 BOYDSTUN DENNIS GREGORY 9585 SW O'MARA ST TIGARD, OR 97223

2S102CD-02603 BROWN ROGER A & JENNIFER A 9605 SW HILLVIEW CT TIGARD, OR 97223

2S102CD-04900 CLAYTON MARLIN L 9777 SW O'MARA ST TIGARD, OR 97223

2S102CD-05000 COOK DOREEN M 9815 SW O'MARA TIGARD, OR 97223

2S102CD-00400 DOWD LARRY & LAURA 9600 SW FREWING TIGARD, OR 97223

2S102CD-01101 DURFEE STANLEY D & CYNTHIA A 9580 SW O'MARA ST TIGARD, OR 97223 2S102CD-00600 FUCHS ARNOLD C & SHIRLEY K 9530 SW O'MARA TIGARD, OR 97223

2S102CD-02705 GARNANT DAVID G & JOYCE 9625 SW O'MARA ST TIGARD, OR 97223

2S102CD-02601 GITHENS WANDAMA TRUSTEE 9675 SW HILLVIEW CT TIGARD, OR 97223

2S111BA-00803 HAMPTON CLAUDE H MARGARET T 9960 SW MCDONALD ST TIGARD, OR 97224

2S102CD-02608 JOHNSON EDITH L TRUSTEE 9800 SW O'MARA TIGARD, OR 97223

2S102CD-02712 KOLB DAVID & JANE F TRS 9645 SW O'MARA ST TIGARD, OR 97223

2S102CD-03005 MCCORD GLEN A & ELIZABETH A 9965 SW MCDONALD ST TIGARD, OR 97224

2S102CD-02001 MCDILL STEVEN J & KIMBERLY C 9630 SW O'MARA ST TIGARD, OR 97223

2S102CD-02802 MCDONALD TERRY L/DIANE L 9865 SW OMARA TIGARD, OR 97223

2S102CD-03000 MCPHAIL JOHN R & LEANN 9935 SW MCDONALD ST TIGARD, OR 97224 2S111BA-00804 MILLER PHILLIP R 9940 SW MCDONALD ST TIGARD, OR 97224

2S102CD-02709 MONNIE HELEN C & MICHAEL D & MONNIE DEBRA L 9715 SW OMARA ST TIGARD, OR 97223

2S102CD-02602 NEVILLE THOMAS A & SUSANA A 9635 SW HILLVIEW CT TIGARD, OR 97223

2S102CD-02607 NIRANJAN RAMAKRISHNAN & RAM SHAILAJA 9760 SW OMARA ST TIGARD, OR 97223

2S102CD-03002 OTTOMAN NORMAN R TRUSTEE c/o GORDY BRIAN V & MARIE E 9905 SW MCDONALD ST TIGARD, OR 97224

2S102CD-02700 PARKER WALTER J & LOLA B 9615 SW O'MARA TIGARD, OR 97223

2S102CD-02703 PARKER WALTER J & LOLA B 655 STONECREEK DR LA CENTER, WA 98629

2S102CD-02803 RAY STEVEN A & DEBORAH M 9845 SW O'MARA ST TIGARD, OR 97223

2S102CD-02701 SHEHORN STEPHEN LEE 9765 SW O'MARA TIGARD, OR 97223

2S102CD-02604 SHIRLEY JULIA A 9610 SW HILLVIEW COURT TIGARD, OR 97223 2S102CD-02805 SPIAK ANDREW JOEL 9825 SW O'MARA ST TIGARD, OR 97223

2S102CD-02715 STRAND DAVID E 9675 SW OMARA ST TIGARD, OR 97223

2S102CD-02100 WHITEMAN TEX R LEWAHNA 9530 SW EDGEWOOD TIGARD, OR 97223

2S102CD-02606 WILSON LELAND J & TAMMIE L 9670 SW HILLVIEW CT TIGARD, OR 97223

2S102CD-02609 WILSON WILLIAM D JR AND ELIZABETH A 9840 SW O'MARA ST TIGARD, OR 97223

2S102CD-02706 WORLEY MARTHA W 9695 SW O'MARA TIGARD, OR 97223

CITY OF TIGARD, OREGON

RESOLUTION NO. 01-46

A RESOLUTION REPEALING RESOLUTION NO. 98-51 AND ESTABLISHING A REVISED AND ENHANCED NEIGHBORHOOD SEWER REIMBURSEMENT DISTRICT INCENTIVE PROGRAM

WHEREAS, the City Council has initiated the Neighborhood Sewer Extension Program to extend public sewers through Reimbursement Districts in accordance with TMC Chapter 13.09; and

WHEREAS, on October 13, 1998, the City Council established The Neighborhood Sewer Reimbursement District Incentive Program through Resolution No. 98-51 to encourage owners to connect to public sewer. The program was offered for a two-year period after which the program would be evaluated for continuation; and

WHEREAS, on September 26, 2000, the City Council extended The Neighborhood Sewer Reimbursement District Incentive Program an additional two years through Resolution No. 00-60; and

WHEREAS, City Council finds that residential areas that remain without sewer service should be provided with service within five years; and

WHEREAS, Council has directed that additional incentives should be made available to encourage owners to promptly connect to sewers once service is available and that owners who have paid for service provided by previously established districts of the Neighborhood Sewer Extension Program should receive the benefits of the additional incentives.

NOW, THEREFORE, BE IT RESOLVED by the Tigard City Council that:

- SECTION 1: Resolution No. 98-51 establishing the Neighborhood Sewer Reimbursement District Incentive Program is hereby repealed.
- SECTION 2: A revised incentive program is hereby established for the Neighborhood Sewer Extension Program. This incentive program shall apply to sewer connections provided through the sewer reimbursement districts shown on the attached Table 1 or established thereafter. All connections qualifying under this program must be completed within three years after Council approval of the final City Engineer's Report following a public hearing conducted in accordance with TMC Section 13.09.105 or by two years from the date this resolution is passed, which ever is later, as shown on the attached Table 1.
- SECTION 3: To the extent that the reimbursement fee determined in accordance with Section 13.09.040 does not exceed \$15,000, the amount to be reimbursed by an owner of a lot zoned single family residential shall not exceed \$6,000 per connection, provided that the lot owner complies with the provisions of Section 2. Any amount over \$15,000 shall be reimbursed by the owner. This applies only to the reimbursement fee for the sewer installation and not to the connection fee, which is still payable upon application for

sewer connection.

SECTION 4:

The City Engineer's Report required by TMC Chapter 13.09 shall apply the provisions of this incentive program. Residential lot owners who do not connect to sewer in accordance with Section 2 shall pay the full reimbursement amount as determined by the final City Engineer's Report.

SECTION 5:

Any person who has paid a reimbursement fee in excess of the fee required herein is entitled to reimbursement from the City. The amounts to be reimbursed and the persons to be paid shall be determined by the Finance Director and approved by the City Manager. There shall be a full explanation of any circumstances that require payment to any person who is not an original payer. The Finance Director shall make payment to all persons entitled to the refund no later than August 31, 2001.

SECTION 6:

The Sanitary Sewer Fund, which is the funding source for the Neighborhood Sewer Reimbursement District Program, shall provide the funding for the installation costs over \$6,000 up to a maximum of \$15,000 per connection.

EFFECTIVE DATE: July 10, 2001

PASSED:

This 10 day of fully 2001

ATTEST:

I:\Citywide\Res\Resolution Revising the Neighborhood Sewer Incentive Program

TABLE 1 Reimbursement Districts with Refunds Available			
DISTRICT	FEE PER LOT	REIMBURSEMENT AVAILABLE	INCENTIVE PERIOD ENDS
TIGARD ST.No.8	5,193	No reimbursement available	
FAIRHAVEN STWYNo.9	4,506	No reimbursement available	
HILLVIEW ST No.11	8,000		July 11, 2003
106TH & JOHNSON No.12		No reimbursement available	
100 TH & INEZ No.13	8.000		July 11,2003
WALNUT & TIEDEMAN No.14	8,000		- July 11,2003
BEVELAND&HERMOSA No.15	5,036	No reimbursement available	
DELMONTE No.16	8,000		July 11,2003
O'MARA No.17	8,000		July 11,2003
WALNUT & 121ST No. 18		Amount to be reimbursed will be	Throo years from service availability
ROSE VISTA No.20		determined once final costs are determined.	•

AGENDA ITEM#	
FOR AGENDA OF	August 26, 2003

CITY OF TIGARD, OREGON COUNCIL AGENDA ITEM SUMMARY

ISSUE/AGENDA IIILE	Formation of Sanitary Sewer F	<u>Reimbursement District No. 29 (SV</u>	V Park Street and
Derry Dell Court)			
PREPARED BY: G. Berry	DEPT HEAD OK	CITY MGR OK	
	ISSUE BEFORE THI	E COUNCIL	
Formation of a sewer reimbur Sewer Extension Program.	sement district to construct a san	itary sewer project as part of the Ne	ighborhood
	STAFF RECOMME	NDATION	
Approval of the attached Res	solution forming the Reimburser	nent District.	
	INFORMATION SI	JMMARY	_

On June 10, 2003, City Council conducted informational hearings and considered establishing Reimbursement Districts No. 29 (SW Park Street, Derry Dell Court) and No. 28 (SW O'Mara, McDonald Streets). Council continued the hearings and directed that a neighborhood meeting be conducted. On June 24, 2003, City Council closed the hearings for Districts Nos. 28 and 29 and declined to form the districts pending the results of a neighborhood meeting. The neighborhood meeting was conducted on July 9, 2003. On August 12, 2003, City Council considered the results of the neighborhood meeting and a survey by mail of District No. 29. Council directed staff to submit a request for establishment of Reimbursement Districts Nos. 28 and 29 and award the contracts to construct the projects.

The proposed project would provide sewer service to forty-six lots along the entire unserved portions of SW Park Street, Derry Dell Court, Cook Lane and Watkins Avenue. Through the City's Neighborhood Sewer Extension Program, the City would install public sewers to each lot within the Reimbursement District and the owners would reimburse the City for a fair share of the cost of the public sewer at the time of connection to the sewer. In addition, each owner would be required to pay a connection fee of \$2,435 before connecting to the line and would be responsible for disconnecting the existing septic system according to County rules and any other plumbing modifications necessary to connect to the public line. Each owner has been notified of the hearing by mail. The notice, mailing list and additional details are included in the City Engineer's Report attached as Exhibit A to the proposed resolution.

If Council approves this request to form the Reimbursement District, Council will be requested to award the contract for the construction of the project.

Another resolution to finalize the formation of the Reimbursement District, with cost adjustments, will be submitted for Council action after construction is completed and actual construction costs are determined.

OTHER ALTERNATIVES CONSIDERED

None.

VISION TASK FORCE GOAL AND ACTION COMMITTEE STRATEGY

Not applicable.

Resolution 01-46

ATTACHMENT LIST

Proposed Resolution
Exhibit A, City Engineer's Report
Exhibit B, Map
Vicinity Map
Notice to Owners
Letter
Estimated Cost to Owners
Mailing List

FISCAL NOTES

Funding is by unrestricted sanitary sewer funds.

i:\eng\2003-2004 fy cip\district 29 (park, derry dell)\agenda item summary est.doc

CITY OF TIGARD, OREGON

RESOLUTION NO. 03-

A RESOLUTION ESTABLISHING SANITARY SEWER REIMBURSEMENT DISTRICT NO. 29 (SW PARK, DERRY DELL STREETS)

WHEREAS, the City has initiated the Neighborhood Sewer Extension Program to extend public sewers and recover costs through Reimbursement Districts in accordance with TMC Chapter 13.09; and

WHEREAS, these property owners have been notified of a public hearing in accordance with TMC 13.09.060 and a public hearing was conducted in accordance with TMC 13.09.050; and

WHEREAS, the City Engineer has submitted a report describing the improvements, the area to be included in the Reimbursement District, the estimated costs, a method for spreading the cost among the parcels within the District, and a recommendation for an annual fee adjustment; and

WHEREAS, the City Council has determined that the formation of a Reimbursement District as recommended by the City Engineer is appropriate.

NOW, THEREFORE, BE IT RESOLVED by the Tigard City Council that:

SECTION 1	The City Engineer's report titled "Sanitary Sewer Reimbursement District No. 29", attached hereto as Exhibit A, is hereby approved.
SECTION 2	A Reimbursement District is hereby established in accordance with TMC Chapter 13.09. The District shall be the area shown and described on Exhibit B. The District shall be known as "Sanitary Sewer Reimbursement District No. 29, SW Park and Derry Dell Streets."
SECTION 3	Payment of the reimbursement fee as shown in Exhibit A is a precondition of receiving City permits applicable to development of each parcel within the Reimbursement District as provided for in TMC 13.09.110.

SECTION 4 An annual fee adjustment, at a rate recommended by the Finance Director, shall be applied to the Reimbursement Fee.

SECTION 5 The City Recorder shall cause a copy of this resolution to be filed in the office of the County Recorder and shall mail a copy of this resolution to all affected property owners at their last known address, in accordance with TMC 13.09.090.

SECTION 6 This resolution is effective upon passage.

PASSED:	This	day of	2003.	
ATTEST:			Mayor - City of Tigard	
City Recorder -	City of Tigard	1		

Exhibit A

City Engineer's Report Sanitary Sewer Reimbursement District No. 29 (SW Park and Derry Dell Streets)

Background

This project will be constructed and funded under the City of Tigard Neighborhood Sewer Extension Program (NSEP). Under the program the City of Tigard would install public sewers to each lot within a project area. At the time the property owner connects to the sewer, the owner would pay a connection fee of \$2,435 and reimburse the City for a fair share of the cost of the public sewer. There is no requirement to connect to the sewer or pay any fee until connection is made. In addition, property owners are responsible for disconnecting their existing septic system according to Washington County rules and for any other modifications necessary to connect to the public sewer.

Project Area - Zone of Benefit

An existing sanitary sewer line in SW Watkins Avenue would be extended south and a sewer in SW 107th Avenue would be extended east along Park Street and Cook Lane to serve forty-six lots as shown on Exhibit Map B. The proposed project would provide sewer service to forty-six lots along the entire unserved portions of SW Park Street, Derry Dell Court, Cook Lane and Watkins Avenue.

Cost

The estimated cost for the sanitary sewer construction is \$510,189.23. This includes the \$485,894.50 bid by the contractor plus a 5% contingency of \$24,294.73. Engineering and inspection fees amount to \$68,875.55 (13.5%) as defined in TMC 13.09.040(1). The estimated total project cost is \$579,064.77. This is the amount that should be reimbursed to the sanitary sewer fund as properties connect to the sewer and pay their fair share of the total amount. However, the actual amount that each property owner pays is subject to the City's incentive program for early connections.

In addition to sharing the cost of the public sewer line, each property owner will be required to pay an additional \$2,435 connection and inspection fee when connection to the public line is made. All owners will be responsible for all plumbing costs required for work done on private property.

Reimbursement Rate

All properties in this area are zoned R-4.5 but vary in lot size from about 10,000 square feet to over 22,000 as can be seen on the attached list of owners.

Therefore, it is recommended that the total cost of the project be divided among the forty-six properties proportional to the square footage of each property. Resolution 01-46 limits this fee to \$6,000 to the extent that it does not exceed \$15,000 per owner for connections completed within three years of final approval of the City Engineer's Report.

Other reimbursement methods include dividing the cost equally among the owners or by the length of frontage of each property. These methods are not recommended because there is no correlation between these methods and the cost of providing service to each lot or the benefit to each lot.

Each property owner's estimated fair share of the public sewer line is \$0.76 per square foot of the lot served. Each owner's fair share would be limited to \$6,000 to the extent that it does not exceed \$15,000, for connections completed within three years of City Council approval of the final City Engineer's Report following construction in accordance with Resolution 01-46 (attached). In addition to paying for the first \$6,000, owners will remain responsible for paying all actual costs that exceed \$15,000.

Annual Fee Adjustment

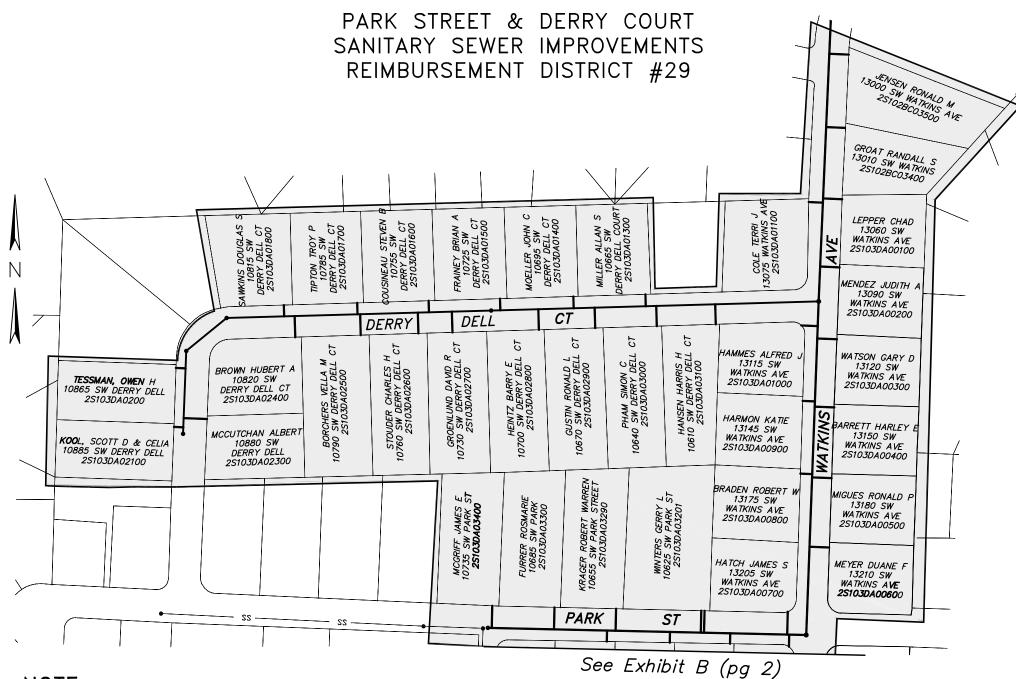
TMC 13.09.115 states that an annual percentage rate shall be applied to each property owner's fair share of the sewer line costs on the anniversary date of the reimbursement agreement. The Finance Director has set the annual interest rate at 6.05% as stated in City of Tigard Resolution No. 98-22.

Recommendation

It is recommended that a reimbursement district be formed with an annual fee increase as indicated above and that the reimbursement district continue for fifteen years as provided in the Tigard Municipal Code (TMC) 13.09.110(5). Fifteen years after the formation of the reimbursement district, properties connecting to the sewer would no longer be required to pay the reimbursement fee.

Submitted August 12, 2003

Agustin P. Duenas, P.E. City Engineer

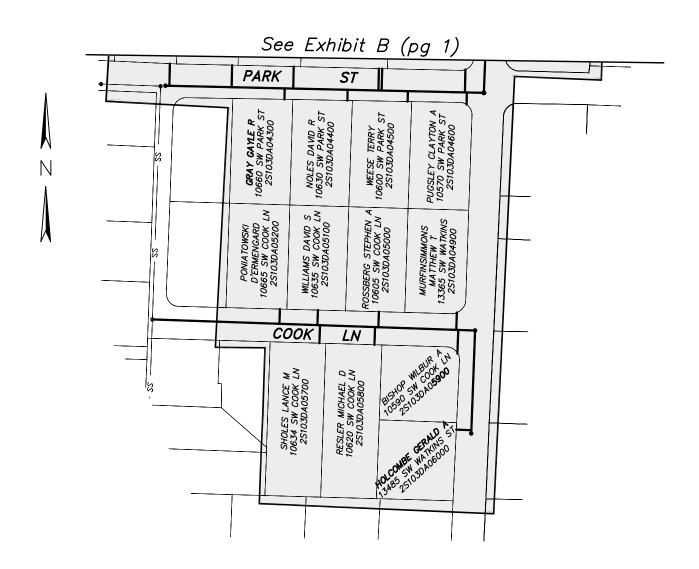


NOTE:

All properties in the reimbursement district are zoned R4.5

EXHIBIT B (pg 1)
NTS

PARK STREET & DERRY COURT SANITARY SEWER IMPROVEMENTS REIMBURSEMENT DISTRICT #29

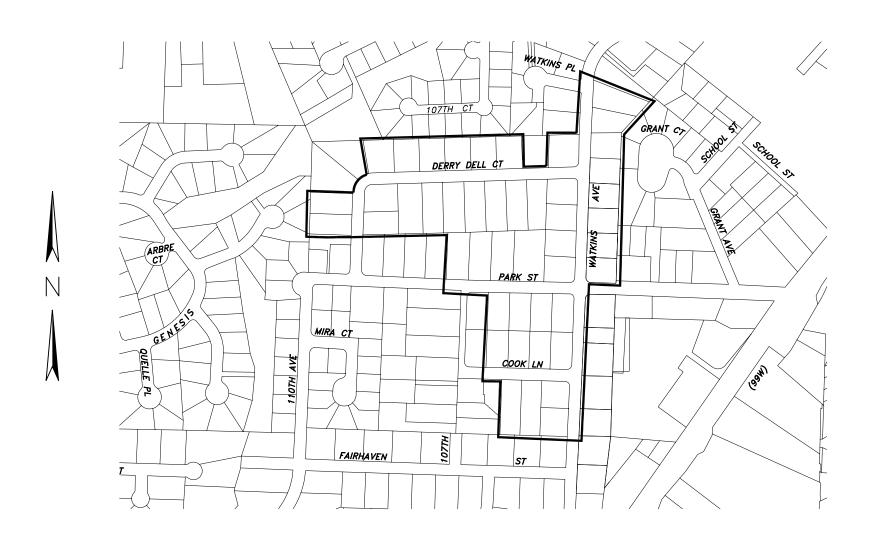


NOTE:

All properties in the reimbursement district are zoned R4.5

EXHIBIT B (pg 2) NTS

PARK STREET & DERRY COURT SANITARY SEWER IMPROVEMENTS REIMBURSEMENT DISTRICT #29 A PORTION OF THE NE 1/4 OF SECTION 3 T2S R1W W.M.



VICINITY MAP NTS

NOTICE Informational Hearing

NOTICE IS HEREBY GIVEN
THAT THE **TIGARD CITY COUNCIL**AT A MEETING ON **TUESDAY, August 26, 2003 AT 7:30 PM**IN THE TOWN HALL OF THE TIGARD CIVIC CENTER
13125 SW HALL BLVD
TIGARD OR 97223

TO CONSIDER THE FOLLOWING:

Proposed Sanitary Sewer Reimbursement District No. 29. (SW Park Street and Derry Dell Court)

The Tigard City Council will conduct an informational public hearing to hear testimony on the proposed Reimbursement District formed to install sewers in SW Park Street and Derry Dell Court.

Both public oral and written testimony is invited.

The public hearing on this matter will be conducted as required by Section 13.09.060 of the Tigard Municipal Code.

Further information and the scheduled time for this item during the Council meeting may be obtained from the Engineering Department, 13125 SW Hall Blvd. Tigard, Oregon 97223, by calling 503 718-2468 or at www.ci.tigard.or.us.

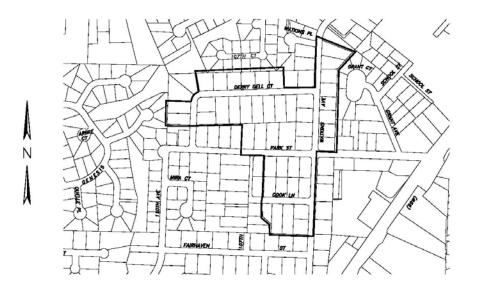
Proposed Sanitary Sewer Reimbursement District No. 29 (SW Park Street and Derry Dell Court)

At this meeting, City Council will be requested to form a sewer reimbursement district to provide your neighborhood with sewer service. There is no requirement to connect to the sewer or pay any fee until connection is made. Each property owner's estimated fair share of the public sewer line is based on the area of the lot served and is summarized in the attached table. This amount will be revised once construction is completed and final costs are determined. An annual increase of 6.05% simple interest will also be applied to this amount.

The amount each property owner will be required to pay will be limited to \$6,000 for connections completed within three years of City Council approval of the final City Engineer's Report following construction, in accordance with Resolution 01-46. Please note that this resolution also requires the owner to pay any fair share amounts that exceed \$15,000. Consequently, if the final fair share for an owner exceeds \$15,000, the owner would be required to pay \$6,000 plus the amount the fair share exceeds \$15,000.

The owner would also be required to pay a connection fee of \$2,435 at the time of connection to the sewer. In addition, property owners are responsible for disconnecting their existing septic system according to Washington County rules and for any other modifications necessary to connect to the public sewer.

PARK STREET & DERRY COURT
SANITARY SEWER IMPROVEMENTS REIMBURSEMENT DISTRICT #29
A PORTION OF THE NE 1/4 OF SECTION 3 T2S R1W W.M.



Reimbursement District No. 29

Estimated Cost to Property Owners

	OWNER	TAX LOT	SITE ADDRESS	AREA (AC)	AREA (S.F.)	ESTIMATED COST TO PROPERTY OWNER
1	JENSEN RONALD M &	2S102BC03500	13000 SW WATKINS	0.476	20738.95548	\$15,679
2	GROAT RANDALL S & CAROLYN J	2S102BC03400	13010 SW WATKINS	0.354	15404.02471	\$11,646
3	LEPPER CHAD & MI YOUNG	2S103DA00100	13060 SW WATKINS ST	0.326	14195.40658	\$10,732
4	COLE TERRI J	2S103DA01100	13075 SW WATKINS AVE	0.416	18126.07349	\$13,704
5	MILLER ALLAN S DOREEN J	2S103DA01300	10665 SW DERRY DELL	0.353	15365.72783	\$11,617
6	MOELLER JOHN C & NANCY A	2S103DA01400	10695 SW DERRY DELL	0.353	15366.9509	\$11,618
7	FRAINEY BRIAN A & ABIGAIL J	2S103DA01500	10725 SW DERRY DELL	0.353	15366.98757	\$11,618
8	COUSINEAU STEVEN B &	2S103DA01600	10755 SW DERRY DELL	0.353	15367.02424	\$11,618
9	TIPTON TROY P & MICHELLE J	2S103DA01700	10785 SW DERRY DELL	0.353	15367.06091	\$11,618
10	SAWKINS DOUGLAS S &	2S103DA01800	10815 SW DERRY DELL	0.385	16763.55464	\$12,674
11	MENDEZ JUDITH A	2S103DA00200	13090 SW WATKINS AVE	0.319	13905.98901	\$10,513
12	HAMMES ALFRED J HELEN L	2S103DA01000	13115 SW WATKINS AVE	0.332	14471.49969	\$10,941
13	HANSEN HARRIS H SARA J	2S103DA03100	10610 SW DERRY DELL	0.413	17986.1348	\$13,598
14	PHAM SIMON C & REBECCA T	2S103DA03000	10640 SW DERRY DELL	0.449	19538.24056	\$14,772
15	GUSTIN RONALD L & TAMMY G	2S103DA02900	10670 SW DERRY DELL	0.449	19537.91667	\$14,771
16	HEINTZ BARRY E	2S103DA02800	10700 SW DERRY DELL	0.449	19537.74845	\$14,771
17	GROENLUND DAVID R AND	2S103DA02700	10730 SW DERRY DELL	0.448	19533.50173	\$14,768
18	STOUDER CHARLES H TR &	2S103DA02600	10760 SW DERRY DELL	0.449	19537.0636	\$14,771
19	BORCHERS VELLA M	2S103DA02500	10790 SW DERRY DELL	0.513	22358.89852	\$16,904
20	BROWN HUBERT A	2S103DA02400	10820 SW DERRY DELL	0.384	16724.83997	\$12,645
21	WATSON GARY D &	2S103DA00300	13120 SW WATKINS AVE	0.319	13916.56716	\$10,521
22	TESSMAN OWEN H	2S103DA02000	10865 SW DERRY DELL	0.372	16199.23647	\$12,247
23	HARMON KATIE	2S103DA00900	13145 SW WATKINS AVE	0.331	14429.56599	\$10,909
24	BARRETT HARLEY E	2S103DA00400	13150 SW WATKINS AVE	0.320	13926.64909	\$10,529
25	MCCUTCHAN ALBERT	2S103DA02300	10880 SW DERRY DELL	0.347	15118.21956	\$11,430
26	KOOL SCOTT D & CELIA C	2S103DA02100	10885 SW DERRY DELL	0.372	16201.93421	\$12,249
27	WINTERS GERRY L	2S103DA03201	10625 SW PARK ST	0.674	29375.61232	\$22,209
28	BRADEN ROBERT W & KATHLEEN J	2S103DA00800	13175 SW WATKINS AVE	0.331	14429.44431	\$10,909
29	KRAGER ROBERT WARREN	2S103DA03290	10655 SW PARK ST	0.479	20861.07951	\$15,772
30	FURRER ROSMARIE	2S103DA03300	10685 SW PARK ST	0.454	19762.54608	\$14,941
31	MCGRIFF JAMES E/SHEILA M	2S103DA03400	10735 SW PARK ST	0.441	19211.32816	\$14,524
32	MIGUES RONALD P & DEBORAH R	2S103DA00500	13180 SW WATKINS AVE	0.320	13936.73103	\$10,537
33	HATCH JAMES S/MARCIEL J &	2S103DA00700	13205 SW WATKINS ST	0.329	14347.22665	\$10,847
34	MEYER DUANE FRANCIS	2S103DA00600	13210 SW WATKINS ST	0.320	13934.27425	\$10,535
35	GRAY GAYLE R	2S103DA04300	10660 SW PARK ST	0.335	14573.06828	\$11,018
36	NOLES DAVID R AND	2S103DA04400	10630 SW PARK ST	0.337	14667.82779	\$11,089
37	WEESE TERRY & DORI	2S103DA04500	10600 SW PARK ST	0.339	14764.34445	\$11,162
38	PUGSLEY CLAYTON A &	2S103DA04600	10570 SW PARK ST	0.339	14778.43789	\$11,173
39	PONIATOWSKI-D'ERMENGARD	2S103DA05200	10665 SW COOK LANE	0.332	14468.20714	\$10,938
40	WILLIAMS DAVID S	2S103DA05100	10635 SW COOK CT	0.332	14467.42728	\$10,938
41	ROSSBERG STEPHEN A	2S103DA05000	10605 SW COOK LN	0.332	14465.75477	\$10,937
42	MURFINSIMMONS MATTHEW T &	2S103DA04900	13365 SW WATKINS ST	0.330	14375.98869	\$10,869
43	SHOLES LANCE M &	2S103DA05700	10634 SW COOK LN	0.449	19572.73686	\$14,798
44	RESLER MICHAEL D & BARBARA S	2S103DA05800	10620 SW COOK LANE	0.449	19574.84873	\$14,799
45	BISHOP WILBUR A AND MARTHA E	2S103DA05900	10590 SW COOK LN	0.336	14646.50836	\$11,073
46	HOLCOMBE GERALD A &	2S103DA06000	13485 SW WATKINS ST	0.338	14726.18773	\$11,133

JENSEN RONALD M &	13000 SW WATKINS AVE	TIGARD	OR
GROAT RANDALL S & CAROLYN J	13010 SW WATKINS	TIGARD	OR
LEPPER CHAD & MI YOUNG	13060 SW WATKINS AVE	TIGARD	OR
COLE TERRI J	13075 SW WATKINS AVE	TIGARD	OR
MILLER ALLAN S DOREEN J	10665 SW DERRY DELL COURT	TIGARD	OR
MOELLER JOHN C & NANCY A	10695 SW DERRY DELL CT	TIGARD	OR
FRAINEY BRIAN A & ABIGAIL J	10725 SW DERRY DELL CT	TIGARD	OR
COUSINEAU STEVEN B &	10755 SW DERRY DELL CT	TIGARD	OR
TIPTON TROY P & MICHELLE J	10785 SW DERRY DELL CT	TIGARD	OR
SAWKINS DOUGLAS S &	10815 SW DERRY DELL CT	TIGARD	OR
MENDEZ JUDITH A	13090 SW WATKINS AVE	TIGARD	OR
HAMMES ALFRED J HELEN L	13115 SW WATKINS AVE	TIGARD	OR
HANSEN HARRIS H SARA J	10610 SW DERRY DELL	TIGARD	OR
PHAM SIMON C & REBECCA T	10640 SW DERRY DELL CT	TIGARD	OR
GUSTIN RONALD L & TAMMY G	10670 SW DERRY DELL CT	TIGARD	OR
HEINTZ BARRY E	10700 SW DERRY DELL CT	TIGARD	OR
GROENLUND DAVID R AND	10730 SW DERRY DELL	TIGARD	OR
STOUDER CHARLES H TR &	10760 SW DERRY DELL CT	TIGARD	OR
BORCHERS VELLA M	10790 SW DERRY DELL CT	TIGARD	OR
BROWN HUBERT A	10820 SW DERRY DELL CT	TIGARD	OR
WATSON GARY D &	13120 SW WATKINS AVE		
		TIGARD	OR
TESSMAN OWEN H	10865 SW DERRY DELL CT	TIGARD	OR
HARMON KATIE	13145 SW WATKINS AVE	TIGARD	OR
BARRETT HARLEY E	13150 SW WATKINS AVE	TIGARD	OR
MCCUTCHAN ALBERT	10880 SW DERRY DELL	TIGARD	OR
KOOL SCOTT D & CELIA C	10885 SW DERRY DELL CT	TIGARD	OR
WINTERS GERRY L	10625 SW PARK ST	TIGARD	OR
BRADEN ROBERT W & KATHLEEN J	13175 SW WATKINS	TIGARD	OR
KRAGER ROBERT WARREN	10655 SW PARK STREET	TIGARD	OR
FURRER ROSMARIE	10685 SW PARK	TIGARD	OR
MCGRIFF JAMES E/SHEILA M	10735 SW PARK ST	TIGARD	OR
MIGUES RONALD P & DEBORAH R	13180 SW WATKINS AVE		OR
HATCH JAMES S/MARCIEL J &	13205 SW WATKINS	TIGARD	OR
MEYER DUANE FRANCIS	13210 SW WATKINS AVE	TIGARD	OR
GRAY GAYLE R	10660 SW PARK ST	TIGARD	OR
NOLES DAVID R AND	10630 SW PARK ST	TIGARD	OR
WEESE TERRY & DORI	10600 SW PARK ST	TIGARD	OR
PUGSLEY CLAYTON A &	10570 SW PARK ST	TIGARD	OR
PONIATOWSKI-D'ERMENGARD	10665 SW COOK LN	TIGARD	OR
WILLIAMS DAVID S	10635 SW COOK LN	TIGARD	OR
ROSSBERG STEPHEN A	10605 SW COOK LN	TIGARD	OR
MURFINSIMMONS MATTHEW T &	13365 SW WATKINS	TIGARD	OR
SHOLES LANCE M &	10634 SW COOK LN	TIGARD	OR
RESLER MICHAEL D & BARBARA S	10620 SW COOK LN	TIGARD	OR
BISHOP WILBUR A AND MARTHA E	PO BOX 23832	TIGARD	OR
HOLCOMBE GERALD A &	13485 SW WATKINS ST	TIGARD	OR

CITY OF TIGARD, OREGON

RESOLUTION NO. 01-46

A RESOLUTION REPEALING RESOLUTION NO. 98-51 AND ESTABLISHING A REVISED AND ENHANCED NEIGHBORHOOD SEWER REIMBURSEMENT DISTRICT INCENTIVE PROGRAM

WHEREAS, the City Council has initiated the Neighborhood Sewer Extension Program to extend public sewers through Reimbursement Districts in accordance with TMC Chapter 13.09; and

WHEREAS, on October 13, 1998, the City Council established The Neighborhood Sewer Reimbursement District Incentive Program through Resolution No. 98-51 to encourage owners to connect to public sewer. The program was offered for a two-year period after which the program would be evaluated for continuation; and

WHEREAS, on September 26, 2000, the City Council extended The Neighborhood Sewer Reimbursement District Incentive Program an additional two years through Resolution No. 00-60; and

WHEREAS, City Council finds that residential areas that remain without sewer service should be provided with service within five years; and

WHEREAS, Council has directed that additional incentives should be made available to encourage owners to promptly connect to sewers once service is available and that owners who have paid for service provided by previously established districts of the Neighborhood Sewer Extension Program should receive the benefits of the additional incentives.

NOW, THEREFORE, BE IT RESOLVED by the Tigard City Council that:

- SECTION 1: Resolution No. 98-51 establishing the Neighborhood Sewer Reimbursement District Incentive Program is hereby repealed.
- SECTION 2: A revised incentive program is hereby established for the Neighborhood Sewer Extension Program. This incentive program shall apply to sewer connections provided through the sewer reimbursement districts shown on the attached Table 1 or established thereafter. All connections qualifying under this program must be completed within three years after Council approval of the final City Engineer's Report following a public hearing conducted in accordance with TMC Section 13.09.105 or by two years from the date this resolution is passed, which ever is later, as shown on the attached Table 1.
- SECTION 3: To the extent that the reimbursement fee determined in accordance with Section 13.09.040 does not exceed \$15,000, the amount to be reimbursed by an owner of a lot zoned single family residential shall not exceed \$6,000 per connection, provided that the lot owner complies with the provisions of Section 2. Any amount over \$15,000 shall be reimbursed by the owner. This applies only to the reimbursement fee for the sewer installation and not to the connection fee, which is still payable upon application for

sewer connection.

SECTION 4:

The City Engineer's Report required by TMC Chapter 13.09 shall apply the provisions of this incentive program. Residential lot owners who do not connect to sewer in accordance with Section 2 shall pay the full reimbursement amount as determined by the final City Engineer's Report.

SECTION 5:

Any person who has paid a reimbursement fee in excess of the fee required herein is entitled to reimbursement from the City. The amounts to be reimbursed and the persons to be paid shall be determined by the Finance Director and approved by the City Manager. There shall be a full explanation of any circumstances that require payment to any person who is not an original payer. The Finance Director shall make payment to all persons entitled to the refund no later than August 31, 2001.

SECTION 6:

The Sanitary Sewer Fund, which is the funding source for the Neighborhood Sewer Reimbursement District Program, shall provide the funding for the installation costs over \$6,000 up to a maximum of \$15,000 per connection.

EFFECTIVE DATE: July 10, 2001

PASSED:

This 10 day of fully 200

ATTEST:

I:\Citywide\Res\Resolution Revising the Neighborhood Sewer Incentive Program

TABLE 1 Reimbursement Districts with Refunds Available				
DISTRICT	FEE PER LOT	REIMBURSEMENT AVAILABLE	INCENTIVE PERIOD ENDS	
TIGARD ST.No.8	5,193	No reimbursement available		
FAIRHAVEN STWYNo.9	4,506	No reimbursement available		
HILLVIEW ST No.11	8,000		July 11, 2003	
106TH & JOHNSON No.12		No reimbursement available		
100 TH & INEZ No.13	8.000		July 11,2003	
WALNUT & TIEDEMAN No.14	8,000		- July 11,2003	
BEVELAND&HERMOSA No.15	5,036	No reimbursement available		
DELMONTE No.16	8,000		July 11,2003	
O'MARA No.17	8,000		July 11,2003	
WALNUT & 121ST No. 18		Amount to be reimbursed will be	Throo years from service availability	
ROSE VISTA No.20		determined once final costs are determined.		

AGENDA ITEM#	
FOR AGENDA OF	August 26, 2003

CITY OF TIGARD, OREGON COUNCIL AGENDA ITEM SUMMARY

ISSUE/AGENDA TITLE <u>Formation of Sanitary Sewer Rei</u> Murdock Street) (Continued from July 22, 2003)	mbursement District No. 27 (SW 100 th Avenue,
PREPARED BY: G.N. Berry DEPT HEAD OK	CITY MGR OK
ISSUE BEFORE THE C	COUNCIL
Formation of a sewer reimbursement district to construct a sanitar Sewer Extension Program.	ry sewer project as part of the Neighborhood
STAFF RECOMMENI	DATION
That City Council, by motion, deny formation of the district and or Reimbursement District No. 27 for construction of sewer improve	•
INFORMATION SUM	<u>IMARY</u>
On June 10, 2003, City Council directed that a neighborhood of forming the district. The neighborhood meeting was conducted hearing before Council on July 22, 2003. City Council concluded district pending a review of three districts proposed for impler available, only two projects at most could be constructed this fis opened on July 28, 2003. The three proposed districts with estimat the meeting on August 12, 2003.	ed on July 10, 2003 followed by an informational ed the hearing but delayed action on forming the mentation in FY 2003-04. Based on the funding cal year. Bids for construction of the project were
At the meeting on August 12, City Council directed that District District Nos. 28 (O'Mara and McDonald area) and 29 (Park S during the current fiscal year. Council action to deny formation of the district until another informational hearing is conducted r	Street and Derry Dell area) could be constructed on of the district would end further consideration
If City Council denies formation of the district as recommended received to construct the project.	ed, Council would be requested to reject all bids
OTHER ALTERNATIVES C	CONSIDERED
Not applicable	
VISION TASK FORCE GOAL AND ACTIO	N COMMITTEE STRATEGY

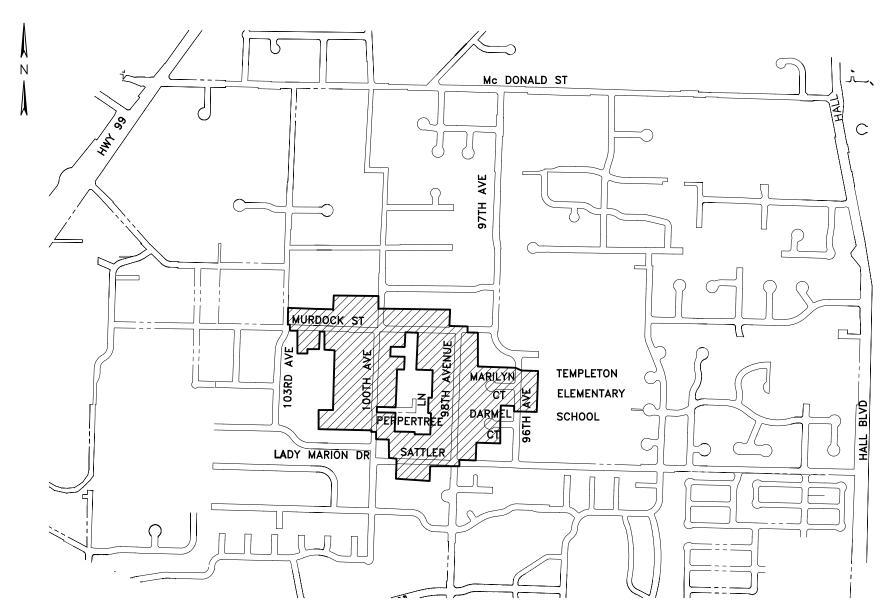
Not applicable		
	ATTACHMENT LIST	
Vicinity Map of the proposed district		

FISCAL NOTES

The proposed district would be resubmitted to Council for formation in the spring of 2004. The project would be rebid, possibly in May 2004, for construction to begin after July 1, 2004. Funding for the project would be from sanitary sewer funds.

I:\ENG\2003-2004 FY CIP\100th & Murdock Sanitary Reimbursement Dist 27\District 27 (100th, Murdock)\Summary Sheet Aug 26.doc

100TH AVENUE & MURDOCK STREET FY 2003-04 SANITARY SEWER EXTENSION PROGRAM REIMBURSEMENT DISTRICT NO. 27



AGENDA ITEM#	
FOR AGENDA OF	August 26, 2003

CITY OF TIGARD, OREGON COUNCIL AGENDA ITEM SUMMARY

ISSUE/AGENDA TITLE: <u>Award of Contract for the Construction of O'Mara Street and McDonald Street Sanitary</u> Sewer – Sewer Reimbursement District No. 28

PREPARED BY: Vannie Nguyen DEPT HEAD OK: Agustin. P. Duenas CITY MGR OK: Bill Monahan

ISSUE BEFORE THE COUNCIL

Shall the Local Contract Review Board approve the contract award for the construction of O'Mara Street and McDonald Street Sanitary Sewer – Sewer Reimbursement District No. 28?

STAFF RECOMMENDATION

Staff recommends that the Local Contract Review Board, by motion, reject the bid proposal submitted by JW Underground, Inc. and approve the contract award to **Kerr Contractors, Inc.** in the amount of \$366,664.40.

INFORMATION SUMMARY

The proposed project would provide sewer service to 36 lots along O'Mara Street and McDonald Street through Sewer Reimbursement District No. 28 of the Neighborhood Sewer Extension Program. Through this program, the City would install public sewer to each lot within the Reimbursement District and the owners would reimburse the City for a fair share of the cost of the public sewer at the time of connection to the sewer. In addition, each owner would be required to pay a connection fee of \$2,435 before connecting to the line. Each owner would also be responsible for disconnecting the septic system according to County rules and any other plumbing modifications necessary to connect to the public line.

The project was advertised for bids on May 20, 2003. The bid opening was conducted on June 3, 2003. The bid results are:

JW Underground	Gresham, Oregon	\$251,399.55
Kerr Contractors	Tualatin, Oregon	\$366,664.40
Emery & Sons	Stayton, Oregon	\$404,153.00
Dunn Construction	Portland, Oregon	\$416,575.00
Engineer's Estimate	_	\$326,600

The lowest bid was submitted by JW Underground, Inc. with a bid amount of \$251,399.55. This bid is approximately \$75,000 below the Engineer's estimate and approximately \$115,000 below the next lowest bid.

After the bid opening, JW Underground approached City staff with a request to withdraw the bid because of a mistake in the bid submittal. JW Underground indicated that they failed to include between \$70,000 and \$80,000 in their bid to cover the cost for placement of crushed rocks required by bid item "Trench Excavation"

and Backfill". As stated in the special provisions, the bid item requires contractors to excavate trench for installation of pipe and backfill the trench with rocks prior to paving it with asphaltic concrete.

Staff was also notified by JW Underground that they failed to disclose a paving subcontractor and the value of the subcontract was such that the paving subcontractor should have been disclosed. Based on the failure of the contractor to meet this requirement, staff determined that the bid proposal is non-responsive.

AR 30.075 allows bids to be withdrawn in the case of an inadvertent, non-judgmental mistake. Since JW Underground's mistake appears to be an error in judgment, staff recommends that JW Underground not be allowed to withdraw its bid under this requirement.

AR 30.090 provides that a contract is "to be awarded to the lowest responsive and responsible bidder." A responsible bidder as defined by AR 30.092 is one who has "adequate financial resources to perform the contract." While JW Underground would have the financial resources to perform the contract if it had bid an amount sufficient to cover its costs, it is apparent that its bid amount is so severely underbid that it would not have the financial resources to complete the contract. Hence, the bid proposal of JW Underground does not meet this requirement for contract award.

Staff therefore recommends that the bid of JW Underground, Inc. be rejected on the grounds that it is not a responsible bidder on this project, and that its bid is non-responsive because it failed to include full information on first-tier subcontractors.

The second lowest bid is \$366,664.40 submitted by Kerr Contractors. Staff has reviewed the bid documents and concludes that this bid is responsive and that Kerr Contractors is a responsible bidder. The bid amount is 12.3% higher than the Engineer's Estimate of \$326,600. However, the range of bid amounts received on this project indicates that the true project cost is probably around \$400,000. Re-bidding the project would most likely not result in lower bids because as summer work progresses, contractors become fully engaged in construction and tend to bid higher on projects advertised at that time.

Staff therefore recommends that the contract be awarded to Kerr Contractors at the bid amount of \$366,664.40.

OTHER ALTERNATIVES CONSIDERED Reject all bids and re-bid the project. VISION TASK FORCE GOAL AND ACTION COMMITTEE STRATEGY N/A ATTACHMENT LIST Project location map

FISCAL NOTES

The amount of \$750,000 is available in the FY 2003-04 Neighborhood and Commercial Sewer Extension Program for this and other sewer extension projects. In addition, there is an amount of \$232,000 in general contingency that can be made available for the proposed projects. The available funding is adequate to award a contract of \$366,664.40 to Kerr Contractors, Inc.

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O'MARA & MCDONALD SANITARY SEWER IMPROVEMENTS REIMBURSEMENT DISTRICT #28 ASH AVE MILAGE OF OF THE OR O'MARA ST 98TH MCDONALD VICINITY MAP

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AGENDA ITEM#	
FOR AGENDA OF	August 26, 2003

CITY OF TIGARD, OREGON COUNCIL AGENDA ITEM SUMMARY

ISSUE/AGENDA TITLE: <u>Award of Contract for the Construction of Park Street, Derry Dell Court, Watkins</u> Avenue and Cook Lane Sanitary Sewer – Sewer Reimbursement District No. 29

PREPARED BY: Vannie Nguyen DEPT HEAD OK: Agustin. P. Duenas CITY MGR OK: Bill Monahan

ISSUE BEFORE THE COUNCIL

Shall the Local Contract Review Board approve the contract award for the construction of Park Street, Derry Dell Court, Watkins Avenue and Cook Lane Sanitary Sewer – Sewer Reimbursement District No. 29?

STAFF RECOMMENDATION

Staff recommends that the Local Contract Review Board, by motion, reject the bid proposal submitted by JW Underground, Inc. and approve the contract award to **Dunn Construction**, Inc. in the amount of \$485,894.50.

INFORMATION SUMMARY

The proposed project would provide sewer service to 47 lots along Park Street, Derry Dell Court, Watkins Avenue and Cook Lane through Sewer Reimbursement District No. 29 of the Neighborhood Sewer Extension Program. Through this program, the City would install public sewer to each lot within the Reimbursement District and the owners would reimburse the City for a fair share of the cost of the public sewer at the time of connection to the sewer. In addition, each owner would be required to pay a connection fee of \$2,435 before connecting to the line. Each owner would also be responsible for disconnecting the septic system according to County rules and any other plumbing modifications necessary to connect to the public line.

The project was advertised for bids on May 20, 2003. The bid opening was conducted on June 3, 2003. The bid results are:

JW Underground	Gresham, Oregon	\$296,387.00
Dunn Construction	Tualatin, Oregon	\$485,894.50
Kerr Contractors	Tualatin, Oregon	\$520,150.00
Russell Construction	Portland, Oregon	\$570,483.55
Engineer's Estimate	, 0	\$409,906

The lowest bid was submitted by JW Underground, Inc. with a bid amount of \$296,387.00. This bid is approximately \$113,500 below the Engineer's estimate and approximately \$189,500 below the next lowest bid.

After the bid opening, JW Underground approached City staff with a request to withdraw the bid because of a mistake in the bid submittal. JW Underground indicated that they failed to include between \$120,000 and \$130,000 in their bid to cover the cost for placement of crushed rocks required by bid item "Trench Excavation"

and Backfill". As stated in the special provisions, the bid item requires contractors to excavate trench for installation of pipe and backfill the trench with rocks prior to paving it with asphaltic concrete.

Staff was also notified by JW Underground that they failed to disclose a paving subcontractor and the value of the subcontract was such that the paving subcontractor should have been disclosed. Based on the failure of the contractor to meet this requirement, staff determined that the bid proposal is non-responsive.

AR 30.075 allows bids to be withdrawn in the case of an inadvertent, non-judgmental mistake. Since JW Underground's mistake appears to be an error in judgment, staff recommends that JW Underground not be allowed to withdraw its bid under this requirement.

AR 30.090 provides that a contract is "to be awarded to the lowest responsive and responsible bidder." A responsible bidder as defined by AR 30.092 is one who has "adequate financial resources to perform the contract." While JW Underground would have the financial resources to perform the contract if it had bid an amount sufficient to cover its costs, it is apparent that its bid amount is so severely underbid that it would not have the financial resources to complete the contract. Hence, the bid proposal of JW Underground does not meet this requirement for contract award.

Staff therefore recommends that the bid of JW Underground, Inc. be rejected on the grounds that it is not a responsible bidder on this project, and that its bid is non-responsive because it failed to include full information on first-tier subcontractors.

The second lowest bid is \$485,894.50 submitted by Dunn Construction. Staff has reviewed the bid documents and concludes that this bid is responsive and that Dunn Construction is a responsible bidder. The bid amount is 18.5% higher than the Engineer's Estimate of \$409,906. However, the range of bid amounts received on this project indicates that the true project cost is probably around \$500,000. Re-bidding the project would most likely not result in lower bids because as summer work progresses, contractors become fully engaged in construction and tend to bid higher on projects advertised at that time.

Staff therefore recommends that the contract be awarded to Dunn Construction at the bid amount of \$485,894.50.

OTHER ALTERNATIVES CONSIDERED Reject all bids and re-bid the project. VISION TASK FORCE GOAL AND ACTION COMMITTEE STRATEGY N/A ATTACHMENT LIST Project location map

FISCAL NOTES

The amount of \$750,000 is available in the FY 2003-04 Neighborhood and Commercial Sewer Extension Program for this and other sewer extension projects. In addition, there is an amount of \$232,000 in general contingency that can be made available for the proposed projects. The available funding is adequate to award a contract of \$485,894.50 to Dunn Construction, Inc.

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PARK STREET & DERRY COURT SANITARY SEWER IMPROVEMENTS REIMBURSEMENT DISTRICT #29



VICINITY MAP NTS

AGENDA ITEM#	
FOR AGENDA OF	August 26, 2003

CITY OF TIGARD, OREGON COUNCIL AGENDA ITEM SUMMARY

ISSUE/AGENDA TITLE Rejection of Bid Proposals for the Construction of 100th Avenue & Murdock Street Sanitary Sewer – Sewer District No. 27

PREPARED BY: Vannie Nguyen DEPT HEAD OK: A.P. Duenas CITY MGR OK: Bill Monahan

ISSUE BEFORE THE COUNCIL

Shall the Local Contract Review Board reject all bid proposals for the construction of 100th Avenue & Murdock Street Sanitary Sewer – Sewer District No. 27?

STAFF RECOMMENDATION

Staff recommends that the Local Contract Review Board, by motion, reject all bid proposals for the construction of 100th Avenue & Murdock Street Sanitary Sewer – Sewer District No. 27.

INFORMATION SUMMARY

The proposed project would provide sewer service to 70 lots along 100th Avenue, 98th Avenue, Murdock Street and Sattler Street through Sewer Reimbursement District No. 27 of the Neighborhood Sewer Extension Program. Through this program, the City would install public sewer to each lot within the Reimbursement District and the owners would reimburse the City for a fair share of the cost of the public sewer at the time of connection to the sewer. In addition, each owner would be required to pay a connection fee of \$2,435 before connecting to the line.

The project was advertised for bids on July 15, 2003. The bid opening was conducted on July 28, 2003. The bid results are:

Dunn Construction	Portland, OR	\$613,685.50
Kerr Contractors	Tualatin, OR	\$633,969.00
RCI Construction	Sumner, WA	\$707,336.00
BCI Contracting	Portland, OR	\$899,734.30
Engineer's Estimate		\$502,000

The low bid from Dunn Construction is significantly higher than the Engineer's Estimate, exceeding it by approximately \$112,000 or 22.3%. Bid items "8-inch PVC", "4-inch PVC" and "Foundation Stabilization" were bid much higher than the City's estimated cost for the items.

Because of the high bids received on this project, and because the amount of \$750,000 and available contingency in the FY 2003-04 Neighborhood and Commercial Sewer Extension Program are insufficient to award this contract in conjunction with the two other sewer extension projects this fiscal year, staff recommends rejection of the bids.

Upon approval of rejection of the bid proposals, staff intends to re-bid the project in late spring next year for construction to commence in July 2004. Re-bidding the project at that time should provide better competition and hopefully lower bids.

OTHER ALTERNATIVES CONSIDERED

N/A

VISION TASK FORCE GOAL AND ACTION COMMITTEE STRATEGY

N/A

ATTACHMENT LIST

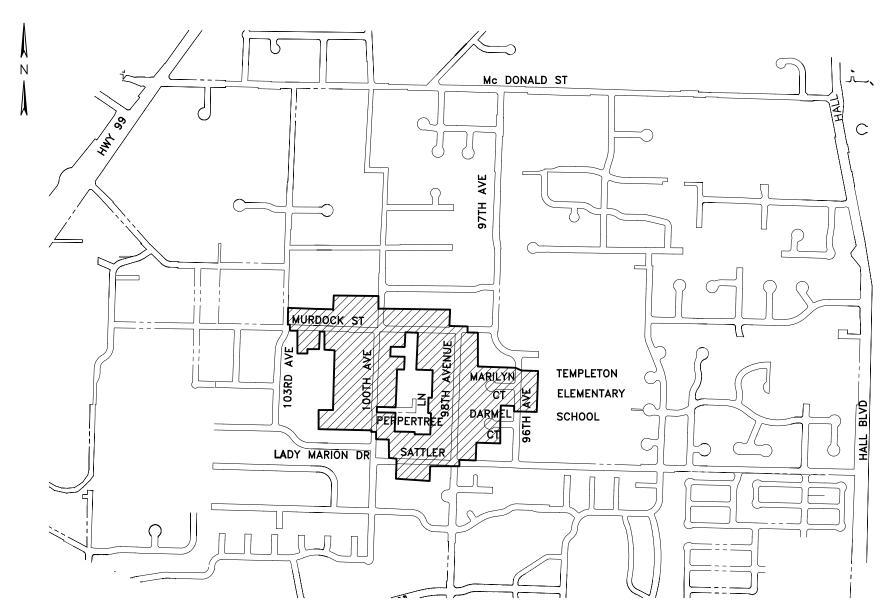
Project location map

FISCAL NOTES

The amount of \$750,000 is available in the FY 2003-04 Neighborhood and Commercial Sewer Extension Program. An additional amount of \$232,000 in general contingency can be made available for the proposed projects.

I:\eng\2003-04 fy cip\100th & Murdock Sanitary Reimbursement Dist 27\council packet (vtn)\8-26-03 sewer district 27 bid rejection AIS

100TH AVENUE & MURDOCK STREET FY 2003-04 SANITARY SEWER EXTENSION PROGRAM REIMBURSEMENT DISTRICT NO. 27



AGENDA ITEM#	
FOR AGENDA OF	August 26, 2003

CITY OF TIGARD, OREGON COUNCIL AGENDA ITEM SUMMARY

ISSUE/AGENDA TITLE Bid Award for Five-Year Street Sweeping Contract
PREPARED BY: Dennis Koellermeier DEPT HEAD OK CITY MGR OK
ISSUE BEFORE THE COUNCIL
The issue before the Local Contract Review Board is to award bid for the street sweeping contract to the lowest responsible bidder for a five-year sweeping contract for \$160,040 per year.
STAFF RECOMMENDATION
Staff recommends that the LCRD award the Street Sweeping contract to Great Western Sweeping, Inc., for the period of five years at a cost of \$160,040 per year.
INFORMATION SUMMARY

The request for bids was advertised on May 20, 2003, with bid closing June 10, 2003. There were two bids submitted for this advertisement as follows:

	Great	Western Sweeping, Inc.	Pavement Maintenance, Inc
1.	Air sweeper for an estimated 2,000 hours	\$90.00 per hour	\$76.50 per hour
2.	Mechanical sweeper estimated 270 hours	\$90.00 per hour	\$76.50 per hour
3.	Water truck estimated 15 hours	\$75.00 per hour	\$90.00 per hour
4.	Debris removal estimated 1,142 yards	\$17.00 per yard	\$20.75 per yard
5.	Detail work of City lots estimated 60 hours	\$45.00 per hour	\$60.00 per hour
	Estimated totals:	\$227,539.00	\$202,301.50

The estimated hours were used only to provide comparative annual costs and do not are necessarily the total number of hours it will take to sweep the City next year.

Based on a review of the information received in the bid packages from the two bidders, it is recommended we award the contract to Great Western Sweeping, Inc. Great Western meets all specifications and has had the sweeping contract for the City of Tigard since 1991. Our experience with Great Western Sweeping, Inc., has been positive and we have very few complaints regarding service. Although Pavement Maintenance, Inc., estimated annual cost was \$25,301.50 less than that of Great Western Sweeping, Inc., their equipment failed to meet the minimum requirement of the City specifications and their references failed to confirm the company's abilities. As an example, we require that the primary sweeper be no older than three years old and the back-up sweeper be no older than six years. The newest sweeper Pavement Maintenance, Inc., has is seven years old and the back up sweeper is twelve years old. Pavement Maintenance, Inc., stated in their bid that they would purchase the necessary equipment if they were awarded the bid. The City's Purchasing Dept. did confirm through the City

Attorney that this was acceptable. One of Pavement Maintenance's references was the City of Estacada. Discussions with their staff have led the Public Works Department to conclude that it would not be in the City's best interest to enter into a 5-year contract with Pavement Maintenance, Inc., at this time.

OTHER ALTERNATIVES CONSIDERED

Reject all bids and re-advertise for new bids.

VISION TASK FORCE GOAL AND ACTION COMMITTEE STRATEGY

Accommodate growth while protection the character and livability of new and established areas.

ATTACHMENT LIST

Copy of Contract.

FISCAL NOTES

Funds have been budgeted in streets contractual service budget to cover the \$160,040.00 for 2003-2004. The contract has been structured to allow adjustments in the hourly rate of the contract cost at the beginning of the second year and the beginning of each remaining year of the contract. The adjustment shall be based upon the Portland CPI for that year. Any increase over the Portland CPI will require the contractor to provide documentation and justification for the additional increase and is subject to the approval of the City.

CITY OF TIGARD, OREGON PERSONAL SERVICES CONTRACT STREET SWEEPING SERVICES

THIS AGREEMENT made and entered into this **1st day of August, 2003** by and between the CITY OF TIGARD, a municipal corporation of the State of Oregon, hereinafter called City, and **Great Western Sweeping, Inc.** hereinafter called Contractor.

RECITALS

City has need for the services of a company with a particular training, ability, knowledge, and experience possessed by Contractor, and

City has determined that **Great Western Sweeping**, **Inc.** is qualified and capable of performing the professional services as CITY does hereinafter require, under those terms and conditions set forth:

AGREEMENT: The parties agree as follows:

1. SERVICES TO BE PROVIDED:

Contractor shall initiate street sweeping services immediately upon receipt of City's notice to proceed, together with an executed copy of this Agreement. Contractor agrees to complete work that is detailed in Exhibit "A" and by this reference made a part hereof.

2. EFFECTIVE DATE AND DURATION:

This Agreement shall become effective upon August 1, 2003, and shall expire, unless otherwise terminated on July 30, 2008. Contract will be a five- (5) year contract. All work under this Agreement shall be completed prior to the expiration of this Agreement.

3. COMPENSATION:

CITY agrees to pay CONTRACTOR for performance of those services as described below. Payment shall be based on an hourly rate only for those services received in an acceptable manner to City. Compensation over the life of this Contract is estimated at Nine Hundred Thousand Dollars (\$900,000).

- a. The City agrees to pay the Contractor \$90.00 per hour for Air Sweeper.
- b. The City agrees to pay the Contractor \$90.00 per hour for Mechanical Sweeper.
- c. The City agrees to pay the Contractor \$75.00 per hour for the Water Truck.
- d. The City agrees to pay the Contractor \$17.00 per Dumpster yard for disposal of debris.
- e. The City agrees to pay the Contractor \$45.00 per hour for detail work of city lots.

Prices shall be firm through the first year of the contract.

Price compensation may be allowed for an escalation in the rate of contract costs on a per hour basis, at the beginning of the second year and the beginning of each remaining year of the contract. The escalation increase shall be based upon the Portland CPI for that year. Contractor shall provide documentation and justification of any additional increase above the current Portland CPI.

- f. Payment by City to Contractor for performance of services under this Agreement includes all expenses incurred by Contractor, with the exception of expenses, if any identified in this Agreement as separately reimbursable.
- Payment will be made in installments based on Contractor's invoice, subject to the approval of the City Manager, or designee, and not more frequently than monthly. Payment shall be made only for work actually completed as of the date of invoice.
- h. Payment by City shall release City from any further obligation for payment to Contractor, for services performed or expenses incurred as of the date of the invoice. Payment shall not be considered acceptance or approval of any work or waiver of any defects therein.
- i. Contractor shall make payments promptly, as due, to all persons supplying labor or materials for the prosecution of this work.
- j. Contractor shall not permit any lien or claim to be filed or prosecuted against the City on any account of any labor or material furnished.
- k. Contractor shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
- If Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to Contractor or a subcontractor by any person as such claim becomes due, City's Finance Director may pay such claim and charge the amount of the payment against funds due or to become due the Contractor. The payment of the claim in this manner shall not relieve Contractor or their surety from obligation with respect to any unpaid claims.
- m. Contractor shall pay employees at least time and a half pay for all overtime worked in excess of 40 hours in any one week except for individuals under the contract who are excluded under ORS 653.010 to 653.261 or under 29 USC sections 201 to 209 from receiving overtime.
- n. Contractor shall promptly, as due, make payment to any person, co-partnership, association or corporation, furnishing medical, surgical and hospital care or other needed care and attention incident to sickness or injury to the employees of Contractor or all sums which Contractor agrees to pay for such services and all moneys and sums which Contractor collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service.
- o. The City certifies that sufficient funds are available and authorized for expenditure to finance costs of this contract.

4. OWNERSHIP OF WORK PRODUCT:

City shall be the owner of and shall be entitled to possession of any and all work products of Contractor which result from this Agreement, including any computations, plans, correspondence or pertinent data and information gathered by or computed by Contractor prior to termination of this Agreement by Contractor or upon completion of the work pursuant to this Agreement.

5. ASSIGNMENT/DELEGATION:

Neither party shall assign, sublet or transfer any interest in or duty under this Agreement without the written consent of the other and no assignment shall be of any force or effect whatsoever unless and until the other party has so consented. If City agrees to assignment of tasks to a subcontract, Contractor shall be fully responsible for the acts or omissions of any subcontractors and of all persons employed by them, and neither the approval by City of any subcontractor nor anything contained herein shall be deemed to create any contractual relation between the subcontractor and City.

6. STATUS OF CONTRACTOR AS INDEPENDENT CONTRACTOR:

Contractor certifies that:

- a. Contractor acknowledges that for all purposes related to this Agreement, Contractor is and shall be deemed to be an independent contractor as defined by ORS 670.600 and not an employee of City, shall not be entitled to benefits of any kind to which an employee of City is entitled and shall be solely responsible for all payments and taxes required by law. Furthermore, in the event that Contractor is found by a court of law or any administrative agency to be an employee of City for any purpose, City shall be entitled to offset compensation due, or to demand repayment of any amounts paid to Contractor under the terms of this Agreement, to the full extent of any benefits or other remuneration Contractor receives (from City or third party) as a result of said finding and to the full extent of any payments that City is required to make (to Contractor or to a third party) as a result of said finding.
- b. The undersigned Contractor hereby represents that no employee of the City, or any partnership or corporation in which a City employee has an interest, has or will receive any remuneration of any description from Contractor, either directly or indirectly, in connection with the letting or performance of this Agreement, except as specifically declared in writing.

If this payment is to be charged against Federal funds, Contractor certifies that he/she is not currently employed by the Federal Government and the amount charged does not exceed his or her normal charge for the type of service provided.

Contractor and its employees, if any, are not active members of the Oregon Public Employees Retirement System and are not employed for a total of 600 hours or more in the calendar year by any public employer participating in the Retirement System.

- c. Contractor certifies that it currently has a City business license or will obtain one prior to delivering services under this Agreement.
- d. Contractor is not an officer, employee, or agent of the City as those terms are used in ORS 30.265.

7. INDEMNIFICATION:

CITY has relied upon the professional ability and training of CONTRACTOR as a material inducement to enter into this Agreement. CONTRACTOR warrants that all its work will be performed in accordance with generally accepted professional practices and standards as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of a contractor's work by CITY shall not operate as a waiver or release.

CONTRACTOR agrees to indemnify and defend the CITY, its officers, agents and employees and hold them harmless from any and all liability, causes of action, claims, losses, damages, judgments or other costs or expenses including attorney's fees and witness costs and (at both trial and appeal level, whether or not a

trial or appeal ever takes place) that may be asserted by any person or entity which in any way arise from, during or in connection with the performance of the work described in this contract, except liability arising out of the sole negligence of the CITY and its employees. Such indemnification shall also cover claims brought against the CITY under state or federal worker's compensation laws. If any aspect of this indemnity shall be found to be illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this indemnification.

8. INSURANCE:

CONTRACTOR and its subcontractors shall maintain insurance acceptable to CITY in full force and effect throughout the term of this contract. Such insurance shall cover all risks arising directly or indirectly out of CONTRACTOR'S activities or work hereunder, including the operations of its subcontractors of any tier.

The policy or policies of insurance maintained by the CONTRACTOR and its subcontractor shall provide at least the following limits and coverage's:

a. Commercial General Liability Insurance

CONTRACTOR shall obtain, at contractor's expense, and keep in effect during the term of this contract, Comprehensive General Liability Insurance covering Bodily Injury and Property Damage on an "occurrence" form (1996 ISO or equivalent). This coverage shall include Contractual Liability insurance for the indemnity provided under this contract. The following insurance will be carried:

Coverage	<u>Limit</u>
General Aggregate	2,000,000
Products-Completed Operations Aggregate	1,000,000
Personal & Advertising Injury	1,000,000
Each Occurrence	1,000,000
Fire Damage (Any one fire)	50,000
Medical Expense (Any one person)	5,000

b. Commercial Automobile Insurance

CONTRACTOR shall also obtain, at contractor's expense, and keep in effect during the term of the contract, Commercial Automobile Liability coverage including coverage for all owned, hired, and non-owned vehicles. The Combined Single Limit per occurrence shall not be less than \$1,000,000.

c. Workers' Compensation Insurance

The CONTRACTOR, its subcontractors, if any, and all employers providing work, labor or materials under this Contract that are either subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage that satisfies Oregon law for all their subject workers or employers that are exempt under ORS 656.126. Out-of-state employers must provide Oregon workers' compensation coverage for their workers who work at a single location within Oregon for more than 30 days in a calendar year. Contractors who perform work without the assistance or labor of any employee need not obtain such coverage. This shall include Employer's Liability Insurance with coverage limits of not less than \$500,000 each accident.

d. <u>Additional Insured Provision</u>

The Commercial General Liability Insurance and Commercial Automobile Insurance policies and other policies the CITY deems necessary shall include the CITY, its officers, directors, and employees as additional insureds with respect to this contract.

e. Notice of Cancellation

There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 30 days written notice to the CITY. Any failure to comply with this provision will not affect the insurance coverage provided to the CITY. The 30 days notice of cancellation provision shall be physically endorsed on to the policy.

f. Insurance Carrier Rating

Coverage's provided by the CONTRACTOR must be underwritten by an insurance company deemed acceptable by the CITY. The CITY reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.

g. <u>Certificates of Insurance</u>

As evidence of the insurance coverage required by the contract, the CONTRACTOR shall furnish a Certificate of Insurance to the CITY. No contract shall be effective until the required certificates have been received and approved by the CITY. The certificate will specify and document all provisions within this contract. A renewal certificate will be sent to the above address 10 days prior to coverage expiration.

h. <u>Independent Contractor Status</u>

The service or services to be rendered under this contract are those of an independent contractor. CONTRACTOR is not an officer, employee or agent of the CITY as those terms are used in ORS 30.265.

i. <u>Primary Coverage Clarification</u>

The parties agree that CONTRACTOR'S coverage shall be primary to the extent permitted by law. The parties further agree that other insurance maintained by the CITY is excess and not contributory insurance with the insurance required in this section.

j. <u>Cross-Liability Clause</u>

A cross-liability clause or separation of insureds clause will be included in all general liability, professional liability, pollution and errors and omissions policies required by this contract.

CONTRACTOR'S insurance policy shall contain provisions that such policies shall not be canceled or their limits of liability reduced without thirty (30) days prior notice to CITY. A copy of each insurance policy, certified as a true copy by an authorized representative of the issuing insurance company, or at the discretion of CITY, in lieu thereof, a certificate in form satisfactory to CITY certifying to the issuance of such insurance shall be forwarded to:

Terry Muralt, Buyer City of Tigard 13125 SW Hall Blvd. Tigard, Oregon 97223

Such policies or certificates must be delivered prior to commencement of the work.

The procuring of such required insurance shall not be construed to limit contractor's liability hereunder. Notwithstanding said insurance, CONTRACTOR shall be obligated for the total amount of any damage, injury, or loss caused by negligence or neglect connected with this contract.

9. METHOD AND PLACE OF GIVING NOTICE, SUBMITTING BILLS AND MAKING PAYMENTS.

All notices, bills and payments shall be made in writing and may be given by personal delivery, mail or by fax. Payments may be made by personal delivery, mail, or electronic transfer. The following addresses shall be used to transmit notices, bills, payments, and other information:

CITY OF TIGARD

Howard Gregory, Streets Supervisor

City of Tigard Business Phone: 503-639-4171, Ext. 2606

13125 SW Hall Blvd. Business Fax: 503-684-8840

Tigard, Oregon 97223 Email Address: howard@ci.tigard.or.us

CONTRACTOR

Dan Dodson

Great Western Sweeping, Inc.

Business Phone: 503-625-0596

14450 SW Tualatin-Sherwood Rd.

Business Fax: 503-625-0672

PO Box 926 Email Address: Daniel-dodson@msn.com

Sherwood, OR 97140

and when so addressed, shall be deemed given upon deposit in the United States mail, postage prepaid, or when so faxed, shall be deemed given upon successful fax. In all other instances, notices, bills and payments shall be deemed given at the time of actual delivery. Changes may be made in the names and addresses of the person to who notices, bills and payments are to be given by giving written notice pursuant to this paragraph.

10. MERGER:

This writing is intended both as a final expression of the Agreement between the parties with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement. No modification of this Agreement shall be effective unless and until it is made in writing and signed by both parties.

11. PROFESSIONAL SERVICES:

The City requires that services provided pursuant to this agreement shall be provided to the City by a Contractor that does not represent clients on matters contrary to City interests. Further, Contractor shall not engage services of an attorney and/or other professional who individually, or through members of his/her same firm, represents clients on matters contrary to City interests.

Should the Contractor represent clients on matters contrary to City interests or engage the services on an attorney and/or other professional who individually, or through members of his/her same firm, represents clients on matters contrary to City interests, Contractor shall consult with the appropriate CITY representative regarding the conflict.

After such consultation, the Contractor shall have 10 days to eliminate the conflict to the satisfaction of the City. If such conflict is not eliminated within the specified time period, the agreement may be terminated pursuant to Section 13 (b - iii) of this agreement.

12. TERMINATION WITHOUT CAUSE:

At any time and without cause, City shall have the right in its sole discretion, to terminate this Agreement by giving notice to Contractor. If City terminates the contract pursuant to this paragraph, it shall pay Contractor for services rendered to the date of termination.

13 **TERMINATION WITH CAUSE:**

- City may terminate this Agreement effective upon delivery of written notice to Contractor, or at a. such later date as may be established by City, under any of the following conditions:
 - If City funding from federal, state, local, or other sources is not obtained and continued at i. levels sufficient to allow for the purchase of the indicated quantity of services. This Agreement may be modified to accommodate a reduction in funds
 - ii. If federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Agreement.
 - If any license or certificate required by law or regulation to be held by Contractor, its iii. subcontractors, agents, and employees to provide the services required by this Agreement is for any reason denied, revoked, or not renewed.
 - If Contractor becomes insolvent, if voluntary or involuntary petition in bankruptcy is filed iv. by or against Contractor, if a receiver or trustee is appointed for Contractor, or if there is an assignment for the benefit of creditors of Contractor.

Any such termination of this agreement under paragraph (a) shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

- b. City, by written notice of default (including breach of contract) to Contractor, may terminate the whole or any part of this Agreement:
 - i. If Contractor fails to provide services called for by this agreement within the time specified herein or any extension thereof, or
 - ii. If Contractor fails to perform any of the other provisions of this Agreement, or so fails to pursue the work as to endanger performance of this agreement in accordance with its terms, and after receipt of written notice from City, fails to correct such failures within ten (10) days or such other period as City may authorize.
 - iii. If Contractor fails to eliminate a conflict as described in Section 11 of this agreement.

The rights and remedies of City provided in the above clause related to defaults (including breach of contract) by Contractor shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

If City terminates this Agreement under paragraph (b), Contractor shall be entitled to receive as full payment for all services satisfactorily rendered and expenses incurred, an amount which bears the same ratio to the total fees specified in this Agreement as the services satisfactorily rendered by Contractor bear to the total services otherwise required to be performed for such total fee; provided, that there shall be deducted from such amount the amount of damages, if any, sustained by City due to breach of contract by Contractor. Damages for breach of contract shall be those allowed by Oregon law, reasonable and necessary attorney fees, and other costs of litigation at trial and upon appeal.

14. ACCESS TO RECORDS:

City shall have access to such books, documents, papers and records of Contractor as are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts and transcripts.

15. FORCE MAJEURE:

Neither City nor Contractor shall be considered in default because of any delays in completion and responsibilities hereunder due to causes beyond the control and without fault or negligence on the part of the parties so disenabled, including but not restricted to, an act of God or of a public enemy, civil unrest, volcano, earthquake, fire, flood, epidemic, quarantine restriction, area-wide strike, freight embargo, unusually severe weather or delay of subcontractor or supplies due to such cause; provided that the parties so disenabled shall within ten (10) days from the beginning of such delay, notify the other party in writing of the cause of delay and its probable extent. Such notification shall not be the basis for a claim for additional compensation. Each party shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon cessation of the cause, diligently pursue performance of its obligation under the Agreement.

16. NON-WAIVER:

The failure of City to insist upon or enforce strict performance by Contractor of any of the terms of this Agreement or to exercise any rights hereunder should not be construed as a waiver or relinquishment to any extent of its rights to assert or rely upon such terms or rights on any future occasion.

17. NON-DISCRIMINATION:

Contractor agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statues, rules, and regulations. Contractor also shall comply with the Americans with Disabilities Act of 1990, ORS 659.425, and all regulations and administrative rules established pursuant to those laws.

18. ERRORS:

Contractor shall perform such additional work as may be necessary to correct errors in the work required under this Agreement without undue delays and without additional cost.

19. EXTRA (CHANGES) WORK:

Only the City Administrator or designee may authorize extra (and/or change) work. Failure of Contractor to secure authorization for extra work shall constitute a waiver of all right to adjustment in the contract price or contract time due to such unauthorized extra work and Contractor thereafter shall be entitled to no compensation whatsoever for the performance of such work.

20. WARRANTIES:

All work shall be guaranteed by Contractor for a period of one year after the date of final acceptance of the work by the owner. Contractor warrants that all practices and procedures, workmanship and materials shall be the best available unless otherwise specified in the profession. Neither acceptance of the work nor payment therefore shall relieve Contractor from liability under warranties contained in or implied by this Agreement.

21. ATTORNEY'S FEES:

In case suit or action is instituted to enforce the provisions of this contract, the parties agree that the losing party shall pay such sum as the court may adjudge reasonable attorney fees and court costs, including attorney's fees and court costs on appeal.

22. GOVERNING LAW:

The provisions of this Agreement shall be construed in accordance with the provisions of the laws of the State of Oregon. Any action or suits involving any question arising under this Agreement must be brought in the appropriate court of the State of Oregon.

23. COMPLIANCE WITH APPLICABLE LAW:

Contractor shall comply with all federal, state, and local laws and ordinances applicable to the work under this Agreement, including those set forth in ORS 279.310 to 279.322.

24. CONFLICT BETWEEN TERMS:

It is further expressly agreed by and between the parties hereto that should there be any conflict between the terms of this instrument in the proposal of the contract, this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting herewith.

25. AUDIT:

Contractor shall maintain records to assure conformance with the terms and conditions of this Agreement, and to assure adequate performance and accurate expenditures within the contract period. Contractor agrees to permit City, the State of Oregon, the federal government, or their duly authorized representatives to audit all records pertaining to this Agreement to assure the accurate expenditure of funds.

26. SEVERABILITY:

In the event any provision or portion of this Agreement is held to be unenforceable or invalid by any court of competent jurisdiction, the validity of the remaining terms and provisions shall not be affected to the extent that it did not materially affect the intent of the parties when they entered into the agreement.

27. COMPLETE AGREEMENT:

This Agreement and attached exhibits constitutes the entire Agreement between the parties. No waiver, consent, modification, or change of terms of this Agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification, or change if made, shall be effective only in specific instances and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. Contractor, by the signature of its authorized representative, hereby acknowledges that he has read this Agreement, understands it and agrees to be bound by its terms and conditions.

IN WITNESS WHEREOF, City has caused this Agreement to be executed by its duly authorized undersigned officer and Contractor has executed this Agreement on the date hereinabove first written.

	City Of Tigard	
By: Bill Monahan, City Manager	Date	
	Contractor	
By: Contractor's Name	Date	

EXHIBIT "A"

SERVICES TO BE PROVIDED

"A" - City Streets to be Swept

"B" - Scheduled Street Sweeps

"C" - Noise Ordinance

AGENDA ITEM # _	
FOR AGENDA OF	August 26, 2003

CITY OF TIGARD, OREGON COUNCIL AGENDA ITEM SUMMARY

N/A

CITY OF TIGARD, OREGON

ORDINANCE NO. 03-____

AN ORDINANCE UPDATING THE TIGARD MUNICIPAL CODE (TMC) TO REPLACE THE WORDS "CITY ADMINSTRATOR" WITH "CITY MANAGER" THROUGHOUT TMC TITLES 1-18

WHEREAS, on November 5, 1996, Tigard voters approved a City of Tigard Charter Amendment replacing the city administrator's title with "city manager" and designating the city manager as a city officer; and

WHEREAS, the term "city administrator" still appears throughout the Tigard Municipal Code.

NOW, THEREFORE, THE CITY OF TIGARD ORDAINS AS FOLLOWS:

SECTION 1:			e words "city administrator" and es 1-18 of the Tigard Municipal
SECTION 2:	This ordinance shall be effective Mayor, and posting by the		age by the Council, signature by
PASSED:	By vote and title only, this day	of all Council members pr of, 20	esent after being read by number 03.
		Catherine Wheatley,	City Recorder
APPROVED:	By Tigard City Council this _	day of	, 2003.
		James E. Griffith, Ma	ayor
Approved as to fo	orm:		
City Attorney			
Date			

ORDINANCE No. 03-

I:\ADM\PACKET '03\20030826\CITY MANAGER ORD.DOC

TIGARD MUNICIPAL CODE

Chapter V POWERS AND DUTIES OF OFFICERS

Section 20. MAYOR.

The Mayor shall appoint the committees provided by the rules of the Council. The Mayor shall sign all approved records of proceedings of the Council and countersign all orders on the treasury. The Mayor shall have no veto power and shall authenticate by signature all ordinances passed by the Council after being enacted. After the Council approves a bond of a City Officer or a bond for a license, contract, or proposal, the Mayor shall authenticate the bond by endorsement thereon. (Measure 55, November 5, 1985 election).

Section 20A. CITY MANAGER

(1) The city manager shall be the administrative head of the government of the city. The office of city manager shall be filled by appointment of the city council. The manager shall be the chief administrative officer of the city, and as such shall be chosen solely on the basis of administrative qualifications and experience, without regard to political considerations. Appointment and removal of the manager by the council shall require the prior consent of a majority of the full council recorded at a public meeting. The city manager shall serve at the pleasure of the council, and cause shall not be required for termination.

(2) The manager shall:

- (a) Attend all council meetings unless excused by the council or mayor;
- (b) Keep the council advised of the affairs of the needs of the city;
- (c) See that the provisions of all ordinances are administered to the satisfaction of

the council;

- (d) See that all terms of franchises, leases, contracts, permits, and privileges granted by the city are fulfilled;
- (e) Appoint, discipline and remove appointive personnel, except appointees of the mayor or council;
- (f) Supervise and control the managers appointees in their service to the city;
- (g) Organize and reorganize the departmental structure of city government;
- (h) Prepare and transmit to the council an annual city budget;
 - (i) Supervise city contracts;
- (j) Supervise operation of all cityowned public utilities and property; and
- (k) Perform other duties as the council prescribes consistently with this charter. (Measure 34-58, November 5, 1996 election, Res. 96-53).

Section 21. MUNICIPAL JUDGE.

The municipal judge shall be the judicial officer of the City. The judge shall hold within the City a court known as the Municipal Court for the City of Tigard, Washington County, Oregon. The court shall be open for the transaction of judicial business at times specified by the municipal judge. All areas within the City shall be within the territorial jurisdiction of the court. municipal judge shall exercise original and exclusive jurisdiction of all crimes and offenses defined and made punishable by ordinances of the City and of all actions brought to recover or enforce forfeitures or penalties defined or authorized by ordinances of the City or as otherwise provided by state law. The judge shall have authority to issue process for the arrest of

AGENDA ITEM#_	
FOR AGENDA OF	

CITY OF TIGARD, OREGON COUNCIL AGENDA ITEM SUMMARY

ISSUE/AGENDA TITLE Consider Economic Development Program Participation
PREPARED BY: Bill Monahan DEPT HEAD OK CITY MGR OK
ISSUE BEFORE THE COUNCIL
Should the City of Tigard consider participating in the Economic Development Program now underway by Regional Economic Development Partners?
STAFF RECOMMENDATION

Staff has met with representatives of the Regional Economic Development Partners to gain an understanding of the purpose and activities of the Regional Partners. Based upon the evaluation conducted, staff recommends that the City of Tigard accept an invitation to join the Regional Economic Development Partners as a member.

INFORMATION SUMMARY

On July 2, 2003, Donald Mazziotti, Executive Director of the Regional Economic Development Partners wrote to the City of Tigard extending an invitation to join the Regional Economic Development Partners. The purpose of the regional partners is to engage in activities related to regional economic development including the recruitment, expansion and retention of businesses; marketing of the region; developing regional economic development policies strategies; and monitoring and reporting on general economic, industry and business trends.

The Tigard City Council, during a goal setting session in January 2003, suggested that the City "explore the creation of an economic development program." Joining the Regional Economic Development Partners could have advantages to the City since the Partners have experience in economic development and are an established entity. Rather than create a separate program, Tigard could step in as an equal partner and share the resources, database and expertise of the Partners.

The Partners are staffed by the Portland Development Commission, of which Don Mazziotti is Executive Director. Member partners include the cities of Beaverton, Gresham, Hillsboro, Tualatin, Vancouver, and Clackamas County, Port of Portland, Washington County, Metro and others. Private partners are also welcome such as Pacificorp.

In order to join, Tigard needs to respond to the invitation and agree to pay annual dues, presently structured at \$5,000 per year for municipalities with a population over 40,000. Other services, such as contracting with Portland Development Commission for special studies or consulting services are available.

The Regional Partners were formed more than 10 years ago to work to attract business to the area. They have worked together to facilitate getting businesses to relocate to the Portland area and through a cooperative process

have marketed the area for the benefit of all partners. The Partners have developed a six-month work plan as a catalyst for a regional action plan for creating a region which continually responds to changing economic factors. Over the next six months the Partners should be extremely active, an excellent time for Tigard to participate in the program, become familiar with the activities of other member organizations, and formulate Tigard's plan for being engaged in regional economic development.

OTHER ALTERNATIVES CONSIDERED

Take no action to join the Regional Economic Development Partners.

VISION TASK FORCE GOAL AND ACTION COMMITTEE STRATEGY

Tigard Beyond Tomorrow Growth and Growth Management - "local and small businesses are encouraged as an important part of our community and economy." The strategy is to attract, retain and assist local businesses.

ATTACHMENT LIST

Memo to the City Council regarding the Regional Economic Development Partners from Bill Monahan

July 2, 2003 letter from Donald Mazziotti to Mayor Griffith inviting Tigard to join the Regional Economic Development Partners

Regional Partners - Annual Dues Structure

Association of Regional Economic Development Partners, Inc. By Laws

Letter of June 2, 2003 to members of the Metropolitan Economic Policy Task Force regarding Regional Partners Six-Month Work Plan

Regional Partners Six-Month Work Plan toward creating a vital and substainable regional economy

Brochure entitled Regional Economic Development Partners - Working Together for an Economically Vital Region

FISCAL NOTES

Annual fees for the City of Tigard to participate in the Regional Economic Development Partners is \$5,000. Additional costs could result if Tigard chooses to participate in other activities of the Partners.

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MEMORANDUM



TO: Honorable Mayor and City Council

FROM: Bill Monahan, City Manager

RE: Participation by the City of Tigard in the Regional Economic

Development Partners

DATE: August 20, 2003

On July 2, 2003, Donald Mazziotti, Executive Director of the Portland Development Commission, on behalf of the Regional Economic Development Partners, extended an invitation to the City of Tigard to participate as a Partner. Jim Hendryx and I visited with Don Mazziotti, Marty Harris, Director of Economic Development at PDC and Doug Rux, the City of Tualatin's representative to the Partners.

Participation in the Partners provides the City of Tigard with a unique opportunity to participate as a full member of a regional economic development group which has an established track record. Tigard City Council in January 2003 identified a City goal that Tigard "explore the creation of an economic development program." No funding was established in the 2003-04 City budget for an economic development program. Instead, the Community Development Department, as in past years, is charged with taking part in limited economic development activities.

Participating as a member of the Partners at this time would be very beneficial to Tigard. Community Development Director Jim Hendryx would serve as Tigard's lead and attend monthly meetings of the group. Jim would serve as Tigard's representative as the group takes initial actions necessary to begin addressing the six focus areas of the Partners' framework:

- Innovation and industry clusters
- Physical infrastructure
- Talent
- Livability
- Marketing
- Regional collaboration

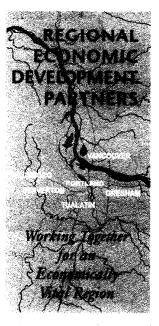
A full copy of the Regional Partners Six-Month Work Plan toward creating a vital and sustainable regional economy is attached.

It is my opinion that Tigard can learn quite a lot from participating in a group that is made up of the Portland Development Commission as well as other municipalities, and public private sector groups who have already established successful economic development programs. We will be in a position to be part of a successful organization

and develop our own unique work plan which can be consistent with that of the Partners.

To participate, Tigard merely needs to accept the invitation extended by the Partners, allocate \$5,000 to annual membership, and designate Jim Hendryx as Tigard's contact person. Funding for our participation can be taken from the Community Development Department Long Range Planning budget for special projects.

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Administrative Lead Partners
PORTLAND DEVELOPMENT
COMMISSION

PORTLAND AMBASSADORS

CITY of BEAVERTON
CITY of GRESHAM
CITY of HILL SBORO

CITY of TUALATIN

CITY of VANCOUVER

CLACKAMAS COUNTY

COLUMBIA RIVER ECONOMIC DEVELOPMENT COUNCIL

METRO

MULTNOMAH COUNTY

OREGON ECONOMIC & COMMUNITY DEVELOPMENT DEPARTMENT

PACIFICORP

PORT of PORTLAND

PORTLAND BUSINESS ALLIANCE

PORTLAND GENERAL ELECTRIC

WASHINGTON COUNTY

WESTSIDE ECONOMIC ALLIANCE

PORTLAND DEVELOPMENT COMMISSION

www.pdc.us

1900 SW Fourth Avenue Suite 7000 Portland, OR 97201

tel: 503 823 3200 fax: 503 823 3368

July 2, 2003

Mayor James Griffith City of Tigard 13125 SW Hall Blvd. Tigard, OR 97223 RECEIVED C.O.T.

JUL 0 8 2003

Administration

Dear Mayor Griffith:

I am writing to extend an invitation for the City of Tigard to join the Regional Economic Development Partners.

As you may be aware, the Regional Partners – a coalition of regional economic development practitioners that have informally worked together for the past decade – recently formalized this coalition through the formation of a private non-profit corporation.

The purpose of the Regional Partners is to engage in activities related to regional economic development. Current and planned activities include:

- The recruitment, expansion and retention of businesses;
- Generalized marketing or 'branding' of the region;
- Industry sector and firm specific marketing and outreach;
- The development of regional economic development policy and strategies;
- Monitoring and reporting on progress on implementation of regional economic development strategies; and
- Monitoring and reporting on general economic, industry and business trends.

The region of economic interest is the Portland—Vancouver PMSA, encompassing Clackamas, Clark, Columbia, Multnomah, Washington and Yamhill counties.

Enclosed are copies of the organization bylaws and dues structure for your review and consideration.

Consistent with the group's purpose, they have deliberately structured the organization with a narrow membership focus – organizations, represented by individuals whose principal responsibilities include growing and attracting businesses. It is an organization of practitioners.

The dues are structured on a tiered basis – on population served – so that the dues do not serve as a barrier to any community's ability to join the organization.

Once you have had an opportunity to review the enclosed materials, I would welcome the opportunity to discuss any questions that you may have about the Regional Partners.

Please contact me at 503-823-4590 or Marty Harris, the Director of Economic Development at PDC, at 503-823-3327.

I look forward to speaking with you in the near future.

Sincerely,

Donald F. Mazziotti, Executive Director

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Regional Partners - Annual Dues Structure

The annual dues structure detailed below was developed and discussed at Partners meetings during the Spring of 2003.

Please note that this is the fee for membership as a voting member, referred to in the Bylaws as a Regular Member. Fees for services (such as business recruitment, marketing, etc.) would be additional and will be developed at a future date. However, for July '03 through June '04, fees for services and annual dues would be structured so that those members that were contracting for services prior to June of '03 would not pay more, in the aggregate, that they paid during the 2002-2003 fiscal year.

If the Partners decide to admit an organization/company as an Associate Members, a flat fee of \$1000 is the dues amount for that membership category.

Regional Partners – Regular Member

Annual Dues Structure:		
- Private Sector Business Associations		\$5,000
- Individual Utilities (unless Portland Ambassador membership payments are = or >)		\$5,000
- Individual Education Institutions/Offices	• •	\$5,000
- Counties, municipalities, other public entities	w/population < 10,000	\$1,000
	w/population > 10,000 <20,000	\$2,000
	w/population > 20,000 <30,000	\$3,000
	w/population > 30,000 <40,000	\$4,000
	w/population > 40,000	\$5,000

ASSOCIATION OF REGIONAL ECONOMIC DEVELOPMENT PARTNERS, INC.

BYLAWS

BYLAWS

ASSOCIATION OF REGIONAL ECONOMIC DEVELOPMENT PARTNERS, INC. An Oregon nonprofit corporation

THESE BYLAWS dated this tenth day of June, 2003 (**Bylaws**) are made and entered into by and between those entities listed on the attached Exhibit A to be referred to individually as **Member** and collectively as **Members**).

1 FORMATION

- 1.1 Name. The name of the nonprofit corporation shall be ASSOCIATION OF REGIONAL ECONOMIC DEVELOPMENT PARTNERS, INC.
- 1.2 <u>Articles of Organization</u>. The Articles of Organization have been filed with the Secretary of State of Oregon.
 - 1.3 <u>Term.</u> The term for this nonprofit corporation shall be perpetual.
- 1.4 <u>Names of Members</u>. The names of the initial Members of the Corporation are set forth on the attached Exhibit A. Exhibit A shall be updated annually prior to the Annual Meeting of the Members to reflect any changes to the membership.
- 1.5 <u>Principal Place of Business</u>. The principal place of business of the Corporation shall be located at the offices of the Portland Development Commission, Suite 7000, 1900 SW Fourth Avenue, Portland, Oregon 97201, or at such other locations within and without the State of Oregon as the Executive Committee may determine.
- 1.6 Purpose. The purpose of the Corporation shall be to engage in activities related to regional economic development including without limitation: the recruitment, expansion and retention of businesses; generalized marketing or 'branding' of the region; industry sector and firm specific marketing and outreach; the development of regional economic development policy and strategies for implementation by member agencies, governments, associations and businesses; and gathering, monitoring and reporting of progress on implementation of regional economic development strategies, general economic, industry and business trends as necessary to support the Corporation's activities.

2 MEMBERSHIP

2.1 <u>Minimum Qualifications</u>. Each Member shall be an organization that will designate a representative and an alternate each of whom shall be individuals over the age of eighteen years, whose principle responsibilities include growing and attracting businesses with a geographic focus within Clackamas, Clark, Columbia, Multnomah, Washington and Yamhill

Bylaws -- Association of Regional Economic Development Partners, Inc. Page 2 of $\frac{1}{2}$

counties and/or any municipalities within these county borders ("Portland/Vancouver PMSA,") as follows:

- 2.1.1 Municipalities, counties or other public entities who are directly involved in the retention, expansion and recruitment of businesses;
- 2.1.2 Regional public entities with land use regulatory authority and/or transportation responsibility which encompasses more than one county or more than one municipality within the region;
- 2.1.3 Business Associations whose business members are located in more than one county or more than one municipality within the region and whose membership is generally representative of the region's economy as a whole;
- 2.1.4 Utilities serving parts of one or more counties or parts of one or more municipalities within the region; or
- 2.1.5 Offices of Universities, Colleges, Community Colleges or other higher education institutions or offices engaged in customized workforce training, technology transfer or business development in the retention, expansion and recruitment of businesses.

2.2 Manner of Admission; Withdrawal.

- 2.2.1 Members will be added by invitation only. Unless otherwise specified herein, any organization considered for membership must be sponsored by a Member in good standing and must be approved by a 2/3rds vote of those voting members present at the meeting in which a new member is considered. A quorum, for the purposes of voting on new members is 50% of the existing membership. Voting Members will receive notice of the intent to vote on the admission of new members prior to the meeting, according to a procedure established by the Membership.
- 2.2.2 Members may withdraw from the Corporation at any time by providing written notice of its intent to withdraw to the Executive Director. Pre-paid dues will not be refunded to the withdrawing Member.
- 2.3 <u>Membership Classes</u>. There shall be two membership classes as follows:
 - 2.3.1 Regular Members. Each Member admitted in accordance with these Bylaws shall be a full Voting Member of the Corporation entitled to all of the rights and privileges of Regular Membership.

2.3.2. Associate Members. Each Associate Member admitted in accordance with these Bylaws or by a method established by the Executive Committee shall be entitled to receive certain information and to participate in such activities of the Corporation as may be determined by the Executive Committee but shall not have the right to vote.

Unless otherwise specifically stated, all references to "Member" in these Bylaws shall refer to Regular Members.

- 2.4 Annual Meetings of the Members. The Members shall hold an annual meeting within 90 days after the beginning of each calendar year. The annual meeting shall be for the purposes of electing new Members, adopting the annual budget, adopting a work plan and for the election of Members to fill any vacancies on the Executive Committee. Notice of the annual meeting of the Members shall be given to Members not less than 30 days prior to its scheduled date.
- 2.5 Regular Meetings of the Members. Regular Meetings of the Members shall be held not less than quarterly for the purpose of addressing such matters as properly come before the Members. The Regular Meeting shall be held at such time and at such place as may be determined by the Members at the previously held regular meeting. Failure to hold a Regular Meeting shall in no way affect the validity of the actions of the Corporation.
- 2.6 Special Meetings. Special Meetings of Voting Members may be called by the Executive Director or a majority of the Executive Committee. The purpose of each Special Meeting shall be stated in the notice and may only include purposes that are lawful and proper for the Members to consider.
- 2.7 <u>Notice of Meetings</u>; Waiver of Notice. Written, printed or electronically transmitted notice stating the place, day and hour of the meeting and, in the case of a special meeting, the purpose of the meeting, shall be delivered not less than seven days nor more than sixty days before the date of the meeting. Notice shall be given at the direction of the Executive Director to each Member entitled to participate or vote at the meeting. Attendance at a meeting or written waiver of notice signed or transmitted by a Member, whether before or after a meeting, shall be deemed to satisfy the requirement of giving notice. This requirement shall not be satisfied when a Member attends a meeting for the express purpose of objecting, at the beginning of a meeting to the transaction of business because the meeting is not lawfully called.
- 2.8 <u>Emergency Action Without Meeting</u>. Any action of Members may be taken without a meeting, with 24 hours advance notice and with the prior consent of a majority of one-third of the Voting Members. The Executive Committee may establish additional procedures under which such actions may be taken.
- 2.9 <u>Member Quorum and Voting</u>. Unless otherwise required in the Articles of Incorporation, or as set forth in these Bylaws, one-third of the Voting Members appearing in person or by proxy shall constitute a quorum at a meeting of Members. If a quorum is present,

BYLAWS -- ASSOCIATION OF REGIONAL ECONOMIC DEVELOPMENT PARTNERS, INC. PAGE 4 OF 14

unless otherwise provided by law or by these Bylaws, the affirmative vote of a majority of Members at a meeting entitled to vote on the subject matter shall be the act of the Members. After a quorum has been established at a Members' meeting, the subsequent withdrawal of Members, so as to reduce the number of Members entitled to vote at the meeting below the number required for a quorum, shall not affect the validity of any action taken at the meeting or any adjournment thereof. If a quorum is not present when a meeting is scheduled to start, then a majority of Members present may adjourn the meeting without further notice until a quorum is present. A Member abstaining from a vote for any reason will not be counted for the purposes of establishing a quorum and such abstention will not impliedly constitute a vote either for or against any action.

- 2.10 <u>Votes</u>. Each Voting Member shall be entitled to an equal vote on each matter submitted to a vote at a meeting of Members.
- 2.11 Proxies. Every Member entitled to vote at a meeting of Members or to express consent or dissent without a meeting may authorize another person (including another Member) to act on its behalf by proxy. Every proxy shall be transmitted electronically or shall be in writing and signed by the Member or its attorney-in-fact. No proxy shall be valid after the expiration of six months from the date thereof. Every proxy shall be revocable at the pleasure of the Member executing it, except as otherwise provided by law.

3 EXECUTIVE COMMITTEE

- 3.1 <u>General Powers.</u> Subject to the limitations of the Articles of Incorporation, these Bylaws, and the Oregon Nonprofit Corporation Act concerning corporate action that must be authorized or approved by the Members of the Corporation, all corporate powers shall be exercised by or under the authority of the Executive Committee, which shall manage the business affairs of the Corporation.
- 3.2 Specific Powers. The Executive Committee shall have the power and authority, on behalf of the Corporation, to perform or to delegate to the Executive Director, or to unrelated third parties, the functions described in this Section 3.2. The Executive Committee may contract with a Member to fulfill any of the following functions pursuant to a contract with the Corporation. Any Member with which the Executive Committee proposes to contract will refrain from negotiating, voting on, or ratifying any aspect of any such contract as either a Member or a member of the Executive Committee.
 - 3.2.1 The Executive Committee may enter into agreements and contracts and give receipts, releases and discharges and perform such activities it deems necessary and appropriate to conduct the business of the Corporation.
 - 3.2.2 The Executive Committee may purchase liability insurance to protect the Corporation, and/ or the members of its Executive Committee.

- 3.2.3 The Executive Committee may execute any and all other instruments and documents which may be necessary to, or in the opinion of the Executive Committee desirable to carry out the intent and purposes of the Corporation.
- 3.2.4 The Executive Committee may make any and all expenditures that the Executive Committee deems necessary or appropriate in connection with the management of the affairs of the Corporation and the execution of its obligations and responsibilities under these Bylaws.
- 3.2.5 The Executive Committee may employ consultants, accountants, legal counsel, administrative staff, and others to perform services for the Corporation.
- 3.2.6 The Executive Committee may enter into any kind of activity necessary to, in connection with, or incidental to, the accomplishment of the purposes of the Corporation.
- 3.3 <u>Limitation of Authority</u>. The Executive Committee shall have no authority to bind the Corporation as to the following matters without first obtaining approval by majority vote of all of the Members of the Corporation:
 - 3.3.1 Final selection of an agent responsible for performance of all or substantially all of the administrative functions necessary to conduct the regular business of the Corporation ("Administrative Agent"). Prior to the organizational meeting of the Members, the Portland Development Commission will act as the Administrative Agent of the Corporation.
 - 3.3.2 Changing the purposes of the Corporation as set forth in the Articles of Incorporation and in these Bylaws;
 - 3.3.3 Establishing formal Corporate policy which, for the purposes of these Bylaws shall mean "any official position of the Corporation as represented by a Member, orally or in writing to an outside organization";
 - 3.3.4 Dissolution and winding up the Corporation; or
 - 3.3.5 Amending the Articles of Incorporation or these Bylaws.
- 3.4 Other Activities. Executive Committee members may, in their individual capacities, have business interests and may engage in business activities other than those relating to the Corporation, but shall always act in good faith furtherance of the best interests of the Corporation.
 - 3.5 <u>Executive Director.</u> By a majority vote, the Executive Committee shall appoint

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an Executive Director to have general supervisory authority over operations of the Corporation and to coordinate and provide administrative services necessary to achieve the purposes of the Corporation as set forth Section 1.6 of these Bylaws but subject to the limitations set forth at Section 3.3. The Executive Committee may delegate to the Executive Director any of the specific powers set forth at Section 3.2 of these Bylaws. The Executive Director shall be a Member and a member of the Executive Committee of the Corporation. Upon initial formation, a designee of the Portland Development Commission shall act as the Executive Director of the Corporation.

- 3.6 Number, Qualification, Election and Tenure. Nine Executive Committee members shall be elected from time to time in accordance with these Bylaws. This number may be increased or decreased by a majority vote of the Members by election in accordance with these Bylaws but this number shall never be less than three. The members of the Executive Committee must be Voting Members of this Corporation. Each Executive Committee member shall hold office for a staggered term of two years, or until a successor shall have been duly elected and shall have qualified, or until death, or until resignation or removal in the manner hereinafter provided. The number of terms for which an Executive Committee member may serve shall be unlimited. The initial composition of the Executive Committee and designation of terms of service will be determined by a majority vote of the Members of the Corporation at its organizational meeting and vacancies will be filled by a vote of a majority of the Members at the Annual Meeting of the Members.
- 3.7 <u>Regular Meetings.</u> Regular meetings of the Executive Committee shall be held at least quarterly at such time and at such place as shall be determined from time to time by the members of the Executive Committee.
- 3.8 Special Meetings. Special meetings of the Executive Committee may be called by the Executive Director, or by any two Executive Committee members. The person or persons authorized to call special meetings of the Executive Committee may fix a reasonable time and place for the meeting.
- 3.9 <u>Telephone Meetings.</u> Executive Committee members may participate in meetings of the Executive Committee by means of conferencing communications equipment by which all persons participating can hear each other at the same time and participation by such means shall constitute presence in person at such a meeting.
- 3.10 Actions Without Meeting. Any action of the Executive Committee may be taken without a meeting if a consent in writing setting forth the action so taken is signed by all of the members and is filed in the minutes of the Executive Committee. Such consent shall have the same effect as a unanimous vote.
- 3.11 <u>Notice and Waiver.</u> Notice of any special meeting shall be given at least five (5) days prior thereto by written notice delivered personally, by mail or by facsimile or electronic mail to each Committee member. If mailed, such notice shall be deemed to be delivered when deposited in the United States Mail with postage prepaid. Any Committee member may waive

notice of any meeting, before, at, or after such meeting by signing a waiver of notice. The attendance of a Committee Member at a meeting shall constitute a waiver of notice of such meeting and a waiver of any and all objections to the place of such meeting or the manner in which it has been called or convened, except when a Committee member states at the beginning of the meeting any objection to the transaction of business because the meeting is not lawfully called or convened.

- 3.12 Quorum and Voting. A majority of the members of the Executive Committee in office shall constitute a quorum for the transaction of business. The vote of a majority of those Committee members present at a meeting at which a quorum is present shall constitute the action of the Executive Committee. If less than a quorum is present, then a majority of those Committee Members present may adjourn the meeting without notice until a quorum is present.
- 3.13 <u>Vacancies.</u> Any vacancy occurring in the Executive Committee will be temporarily filled by appointment by the Executive Director. Such appointee shall serve until the election of a replacement by a majority vote of the Members at the Annual Meeting of the Members or at a Special Meeting held for the purpose of this election.
- 3.14 <u>Removal.</u> Any Executive Committee Member may be removed from office, with or without cause, by vote of a majority of the Members at a duly called meeting. A member of the Executive Committee may be elected by the Membership for the unexpired term of the Committee member removed from office.
- 3.15 <u>Presumption of Assent.</u> A member of the Executive Committee of the Corporation who is present at an Executive Committee meeting at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless he or she votes against such action or abstains from voting because of an asserted conflict of interest. Abstention shall be deemed neither assent nor dissent.

4 OFFICERS

There shall be no officers of this Corporation. The Director of the Executive Committee shall preside at all meetings and shall act as the chief executive officer of the Corporation. The Executive Director shall designate a member of the Executive Committee to act in his or her absence. In the event the Executive Director is unable to make such a designation, an acting Executive Director will be designated by a majority vote of the members of the Executive Committee.

5 EXECUTIVE AND OTHER COMMITTEES

5.1 <u>Creation of Committees.</u> The Executive Committee may, by Resolution passed by a majority, or at the direction of a majority of a quorum of the Members, designate any one or more other committees.

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6 BANK ACCOUNTS, BOOKS AND RECORDS, ACCOUNTING, AND TAX ELECTIONS

- 6.1 <u>Bank Accounts</u>. The Executive Committee shall open and maintain in the name of the Corporation a bank account or accounts in which shall be deposited all funds of the Corporation. Withdrawals from such account or accounts shall be made upon the signature or signatures of such person or persons as the Executive Committee shall designate.
- 6.2 <u>Method of Accounting</u>. The Executive Committee shall keep, or cause to be kept, full and accurate records of all transactions of the Corporation in accordance with sound accounting principles, and will designate the method of accounting as cash, accrual, or a hybrid cash accrual method and may change this designation if it determines that such a change is in the best interests of the Corporation.
- 6.3 Books and Records. All books and records of the Corporation, including the Corporation minute book, shall, at all times, be maintained in the principal office of the Corporation, and shall be open during reasonable business hours for the reasonable inspection and examination by the Voting Members or their authorized representatives. The Executive Director shall cause the Administrative Agent of the Corporation to prepare and make available minutes of all meetings within 28 days following the date of each meeting.

The Executive Committee shall maintain books and records, including financial records, of the Corporation separate from the books and financial records of the Members and shall observe all Corporation formalities, including, without limitation, maintaining minutes of Member and Executive Committee meetings and records of the Members' actions on behalf of the Corporation, and taking all actions which are necessary or appropriate for the continuation of the Corporation's valid existence as a nonprofit corporation under the Act, or under the laws of any other jurisdiction in which the Corporation is doing business, in order to protect the limited liability of the Members and to enable the Corporation to continue to conduct the business in which it is engaged.

6.4 Accounting Reports. Within 90 days after the close of each Fiscal Year, the Executive Committee shall distribute to each Member a report of Corporation activities for the previous Fiscal Year. Voting Members shall have the right, as set forth at Section 6.3 above, to audit the books and records of the Corporation by providing two days advance written notice of its intent to do so to the Administrative Agent of the Corporation. The Member that inspects the books and records shall reimburse the Corporation for any copying costs or administrative costs incurred by the Corporation directly resulting from the Member's inspection or audit.

7 INDEMNIFICATION

The Corporation shall indemnify its Executive Committee or each of the members of its Executive Committee to the fullest extent permissible under Oregon law, as the same exists or may hereafter be amended, against all liability, loss and costs (including, without limitation, attorney fees) incurred or suffered by such person by reason of or arising from the fact that such

BYLAWS -- ASSOCIATION OF REGIONAL ECONOMIC DEVELOPMENT PARTNERS, INC. PAGE 9 $\frac{1}{2}$

person is or was a member of the Executive Committee or Member of the Corporation, or is or was serving at the request of the Corporation as an agent of another foreign or domestic nonprofit corporation, corporation, partnership, joint venture, trust, benefit plan, or other enterprise. The Corporation may, by action of the Members or Executive Committee, provide indemnification to employees and agents of the Corporation who are not members of the Executive Committee. The indemnification provided in this section shall not be exclusive of any other rights to which any person may be entitled under any statute, bylaw, agreement, resolution of Members or resolution of the Executive Committee, contract or otherwise.

8 NONPROFIT OPERATION

The Corporation will not have or issue shares of stock. No dividends will be paid. No part of the income or assets of the Corporation will be distributed to its Members without full consideration. The Corporation may contract in due course with its Members or Executive Committee members without violating this provision.

9 FISCAL YEAR

The fiscal year of the Corporation shall be selected by the Executive Committee of the Corporation.

10 NOT PUBLIC BODY

The Members of the Corporation acknowledge and agree that the Corporation is not a "Public Body" for the purposes of ORS 192.610(4) and is not subject to Oregon public meeting laws and public records laws.

11 DUES

- 11.1 <u>Establishment of Dues.</u> The Members shall establish dues, if any, for all classes of membership.
- 11.2 Payment of Dues. Dues for new Members (both Regular and Associate) shall be paid to the Corporation within 30 days after admission. Annual dues shall be paid no later than February 1, of each calendar year. The Executive Committee will ensure that Members receive reasonable notice of the amount of dues and timing of required payment.
- 11.3 <u>Termination of Membership</u>. The Executive Committee may terminate the membership of any Member if dues are not paid within 30 days after they are due.

12 MISCELLANEOUS

12.1 <u>Notices</u>. All notices required to be given hereunder must be in writing and will be duly given if delivered by hand or if addressed and mailed by certified mail, return receipt requested:

BYLAWS -- ASSOCIATION OF REGIONAL ECONOMIC DEVELOPMENT PARTNERS, INC. PAGE 10 of 14

- 12.1.1 **Corporation.** If to the Corporation, to the address of the principal office, or to such other address as the Corporation may hereafter designate by notice.
- 12.1.2 **Members.** If to a specific Member, to address set forth on Exhibit A, or such other address as such Member may hereafter designate by notice to the Corporation.
- 12.2 Governing Law. All questions with respect to the construction, enforcement and interpretation of these Bylaws and the rights and liabilities of the parties hereto shall be determined in accordance with the laws of the State of Oregon.
- 12.3 Severability. These Bylaws are intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations. If any provision of these Bylaws or the application thereof to any person or circumstance shall, for any reason and to any extent, be invalid or unenforceable, the remainder of these Bylaws and the application of such provision to other persons or circumstances shall not be affected thereby, but rather shall be enforced to the greatest extent permitted by law.
- 12.4 <u>Binding Effect</u>. These Bylaws are binding upon, and shall inure to the benefit of, the parties hereto and their respective heirs, executors and administrators, personal and legal representatives, successors and assigns.
- 12.5 <u>Number and Captions</u>. As used herein, the singular shall include the plural, and the plural the singular. All captions used herein

are intended solely for convenience of reference and shall in no way limit any of the provisions of these Bylaws.

12.6 <u>Counterparts</u>. These Bylaws may be executed and delivered in one or more counterparts, each of which when so executed shall be deemed an original, but all of which taken together shall constitute one instrument.

These Bylaws of the Association of Regional Economic Development Partners, Inc. are hereby adopted by the Members effective June 10, 2003.

[Signature Pages Follow]



HILLSBORD
PORTLAND
EAVERTON
TUALATIN CLACKAMAS
Working Together
for an
Economically

Administrative Lead Partners
PORTLAND DEVELOPMENT
COMMISSION

Vitál Region

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CLACKAMAS COUNTY

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DEVELOPMENT COUNCIL

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PORTLAND DEVELOPMENT COMMISSION www.pdc.us

1900 SW Fourth Avenue Suite 7000 Portland, OR 97201

> tel: 503 823 3200 fax: 503 823 3368

June 2, 2003

To: Members of the Metropolitan Economic Policy Task Force

From: Regional Economic Development Partners

Re: Regional Partners Six-Month Work Plan

CITY OF TUALATIN RECEIVED

JUN 0 5 2003

COMMUNITY DEVELOPMENT ECONOMIC DEV DIVISION

This document, the Six-Month Work Plan plus the Attachment, is presented as the catalyst for a regional action plan that will require focused, intense commitment from both the business community and local/regional governments to be successfully completed and implemented.

It is not a plan for an endpoint; rather it is a plan for creating a region which collectively and in its individual jurisdictions and sectors, is continuously responsive to the changing factors which affect our prosperity.

The Regional Partners will, over the next six months, make progress on those items for which it is the logical lead and get other organizations' commitments in place to take the lead on the other critical actions.

Recognizing the lack of a forum to discuss, develop and recommend regional economic policies and strategies, the Regional Economic Development Partners, in the Fall of 2002, formed a Metropolitan Economic Policy Task Force. The charge of the Task Force, made up of individuals from both the private and public sectors, and who are broadly representative of the geography of the metropolitan area, was to review and assess adopted and emerging, local, regional, and state economic development strategies.

Following their review and assessment, the members of the Task Force requested that the Regional Partners present a six-month work plan for moving forward on regional economic development. Enclosed is the Regional Partners response. It has two primary elements:

- Implementing actions for those strategies for which the Regional Partners is the lead implementing organization, and
- Confirming the commitment of other organizations in the region private and public to lead implementation of the remaining initiatives or strategies that are outlined in Attachment A.

Attachment A to the Six-Month Work Plan identifies six areas of focus for a long-term economic strategy: Innovation and Industry Clusters, Physical Infrastructure, Talent, Livability, Marketing, and Regional Collaboration. The discussion and recommendations in each area create a framework for action on critical issues, with the goal of sustained economic vitality. Elements of these topic areas raise tough issues that will require us to rethink how we operate within and across municipal, state and organizational boundaries.

We are part of a single economic region that spans two states and encompasses six counties and forty-eight cities. Each of us needs to be willing to take a fresh look at our traditional, and often insular, ways of doing business. This may mean rethinking traditional regulation, taxation, program priorities and service delivery – at least for those areas of regional collaboration and coordination.

REGIONAL PARTNERS SIX-MONTH WORK PLAN TOWARD CREATING A VITAL AND SUSTAINABLE REGIONAL ECONOMY

Presented to:

The Metropolitan Economic Policy Task Force

Presented by:

The Regional Economic Development Partners

June 10, 2003

REGIONAL PARTNERS SIX-MONTH WORK PLAN TOWARD CREATING A VITAL AND SUSTAINABLE REGIONAL ECONOMY

THE REGION

A first step in achieving shared priorities for the region's economic future is to define the region. Economically, this region is a six-county area including Clackamas, Columbia, Multnomah, Washington and Yamhill counties within the state of Oregon, and Clark County within the state of Washington — the Portland-Vancouver PMSA (Primary Metropolitan Statistical Area). This geographic area functions as one economy, at least in terms of jobs -97% of those who work in this region live here and 98% of those who live in this region work here.

THE REGION'S ECONOMIC GOAL - DESIRED OUTCOME

To create and maintain a diverse, stable and resilient economy that:

- is knowledge-based
- is business supportive
- has strong international ties
- creates and retains jobs
- maximizes existing resources
- · balances growth and livability
- is built through regional collaboration
- provides a continuum of opportunities for business and people

1

- funds infrastructure necessary to support business growth
- · capitalizes on existing and emerging industry strengths

REGIONAL ECONOMIC DEVELOPMENT PARTNERS SIX-MONTH WORK PLAN

This six-month work plan addresses the initial actions that will be undertaken in order to begin addressing the six focus areas outlined in this framework: Innovation and Industry Clusters; Physical Infrastructure; Talent; Livability; Marketing; and Regional Collaboration. The following initiatives address those actions where the Regional Partners are primarily responsible for implementation:

- INDUSTRY CLUSTER DEVELOPMENT growing key industries
- REGIONAL MARKETING driving job creation and investment
- INDUSTRIAL AREAS DEVELOPMENT insuring an adequate supply of industrial & employment land
- · COMMITMENT TO REGIONALISM achieving shared priorities

In January 2004, the Regional Partners will report back to the Metropolitan Economic Policy Task Force. In addition to providing an update on progress, the January 2004 report will outline the success in enlisting organizations and individuals to champion the implementation of the remaining regional priorities.

I. INDUSTRY CLUSTER DEVELOPMENT

The Regional Partners will outline and initiate actions to grow key industry clusters. Within the next six months, four clusters will be the primary focus: silicon (semiconductors & photovoltaic); micro to nano technologies; cyber-security; and metals & transportation equipment. Specific work plans will be completed with the active engagement of industry. Work plans will address:

a. The steps necessary to develop a good understanding of how the cluster functions, including the identification of existing strengths, addressing gaps or weaknesses and developing a longer term strategy for continued growth of the cluster.

- b. Cluster specific business retention, expansion and recruitment actions.
- c. Identification and communication of forecasted land and infrastructure needs for industry within the region for two and five year time horizons.
- d. Identification and communication of forecasted workforce needs.

Outcomes/Deliverables/Products:

- Produce industry data outlining needs and opportunities for each of the four clusters.
- Deliver findings and issues for each cluster to education, workforce, and land use and transportation planning organizations.
- Present four industry cluster strategies detailing the roles and responsibilities of involved organizations, including specific actions, steps, timelines and initial lists of targeted firms.
- Make 2 to 3 private-sector led recruitment calls on targeted firms or site selectors within each of the four clusters.

II. REGIONAL MARKETING

Create, fund and implement a collaborative and focused private sector-led marketing campaign to strategically promote the Portland region as a desirable location for business and investment. In coordination with efforts outlined in *I. INDUSTRY CLUSTER INITIATIVE*, above, the promotional and marketing efforts will assist in gaining visibility and differentiation from other competing regions. The approach utilized will be to focus on identified industry clusters as well as overall regional competitive strengths. The region's marketing efforts will coordinate with and leverage the parallel statewide marketing efforts being lead through the Oregon Economic Development Association as well as the developing *Brand Oregon* messaging.

Outcomes/Deliverables/Products:

- Commitments in place to develop and implement a five-year regional marketing campaign.
- Regional marketing campaign under contract with timeline for campaign implementation in place.

III. INDUSTRIAL AREAS DEVELOPMENT

The goal is to identify land in the Portland-Vancouver region that is suitable for future industrial development, and recommend policy and investment priorities that support and enhance land development opportunities to meet business and industry needs.

- a. Task 3 Completion:
 - Work with Metro to complete Task 3, which requires addition of 2000 acres of industrial land to the Portland Area Urban Growth Boundary (UGB) by June 2004.
 - Specifically develop siting criteria for identified industries in order to ensure an appropriate supply of land.
 - Focus on including land identified by Regional Partners as part of 2002 Periodic Review process.
- b. Regionally Significant Industrial Areas:
 - Work with Metro to finalize language in Title 4 related to Regionally Significant Industrial Areas.
 (Title 4 includes limitations or restrictions on commercial and institutional uses within industrial areas)
 - Work with individual jurisdictions to identify appropriate areas within the current UGB that should be subject to this designation.
- c. Clark County/Vancouver:
 - Work with Clark County and the Port of Vancouver to advance planning and development of the Columbia Gateway properties.
- d. Regional Employment Lands Study:
 - Participate in planning for this private sector led effort that will analyze land needs for businesses that do not meet the traditional definition of "industrial".

- e. Oregon Industrial Land Initiative:
 - Work with state agencies and the Oregon Governor's office to inventory 25+ acre industrial sites.
 - Identify those sites that are "shovel ready", as well as analyzing those with development constraints, identifying those development constraints, and quantifying the costs or other actions necessary to remove those constraints.
- f. Industrial Land Supply Assessment:
 - Work with Metro, the public jurisdictions and the private development community in the region to develop and agree upon definitions and protocols for updating and maintaining a parcel-specific industrial land supply database. Agreed upon definitions and protocols will include how to determine/define sites as "shovel ready", the types of development constraints that will be inventoried and categorized, as well as protocols and common formats for data collection.
- g. Industrial Land Supply Target:
 - Work with Metro, the public jurisdictions and the private development community in the region to identify or create the necessary financial tools, technical assistance and policy mechanisms to insure a rolling 5-year supply of shovel ready industrial sites with characteristics appropriate to the industry needs identified in *I. INDUSTRY CLUSTER INITIATIVE*, Item c., above.

Outcomes/Deliverables/Products:

- 2,000 acres of industrial land, which meets forecasted industry needs, added to the UGB.
- Title 4 language amended and specific industrial sites/areas included as Regionally Significant Industrial Areas.
- Adoption of specific development strategies for the Vancouver Gateway area.
- Regional Employment Lands Study underway and initial data.
- Complete regional contribution to the State inventory of "shovel ready" industrial sites (and assessment of development constraints and costs necessary to make the remaining industrial sites in the region "shovel ready").
- Identification/creation of 2-3 new financial, technical assistance and/or policy mechanisms to support the maintenance of an ongoing 5-year industrial land supply.

IV. COMMITMENT TO REGIONALISM

The goal is to allow the Regional Partners to remain light, fast, agile and responsive to the market while building a sustained level of cooperation to achieving shared priorities for the region's economic future. The Regional Partners will:

- a. Advocate and promote the economic priorities, included in Attachment A, A Framework for Creating Shared Economic Priorities for the Portland—Vancouver Metropolitan Area, by involving key public and private sector organizations to agree to implement specific strategies. In particular, clearly address ways in which this region will distinguish itself from its competitors, the metrics that the Regional Partners will need over time to understand regional economic performance, and sources to fund and expedite the vision.
- b. As a part of promoting the economic framework and getting other organizations to ratify it, identify and solicit organizations to act as "champions", that will commit to leading the implementation of strategies and actions where the Regional Partners are not the lead organization (i.e. ODOT and/or local transportation agencies responsible for leading the implementation of the transportation infrastructure priorities). Wherever possible, both private and public organizations/individuals will be solicited as "co-leads" for each strategy or action.
- c. In the areas where they are not the lead organization, the Regional Partners' role is to keep the other lead organizations informed about general business and individual industry cluster needs and advocate for specific actions to meet these needs.
- d. Reach out to other organizations within the metropolitan area and solicit their involvement in the Regional Partners.
- e. Apply to the U.S. Economic Development Administration (EDA) for funding to develop a regional Overall Economic Development Plan. As part of this effort, consider the formation of a regional

- economic development district. Forward the completed plan to EDA for their approval which would allow the region access to federal funding for projects delineated in the plan.
- f. Create and adhere to a schedule and forum for monitoring and reporting on progress in implementing the strategies recommended in this report.

Outcomes/Deliverables/Products:

- Commitments by organizations to serve as the "Champion" for 8 of the specific strategies/actions contained in the Framework report.
- Twenty members in good standing of the Regional Partners organization.
- Adoption of the Regional Partners Six-Month Work Plan and the Framework report by the councils, commissions or boards of each of the Regional Partners organizations.
- Completion of and acceptance by EDA of Comprehensive Economic Development Strategy grant for the Region.
- Status report provided to the MEPTF in January 2004 on implementation of the elements of this work plan and strategies and actions recommended in the economic framework report.

Members of the Metropolitan Economic Policy Task Force

- Rob Drake (Chair), Mayor, City of Beaverton
- David Bragdon, President, Metro
- Jess Carreon, President, Portland Community College
- John Castles, Trustee, Murdock Charitable Trust
- Steve Clark, Publisher, Beaverton Valley Times
- Eric Hovee, Principle, ED Hovee Company
- Ron Johnson, VP Resource Development, Portland General Electric
- Michael Jordan, Commissioner, Clackamas County
- Vera Katz, Mayor, City of Portland
- Kim Kimbrough, President/CEO, Portland Business Alliance
- Kathy Long Holland, Long/Sherpa Eco-D
- Donald Mazziotti, Executive Director, Portland Development Commission
- Craig Pridemore, Commissioner, Clark County
- Carl Talton, VP Community and Business Development, Portland General Electric
- Bob Terry, Owner, Fisher Farms
- Jose Ternero, Oregon Assoc. of Minority Entrepreneurs
- Diane Vines, Vice Chancellor, Oregon University System
- Rick Williams, Project Consultant, Melvin Mark Dev. Co.
- William Wyatt, Executive Director, Port of Portland

Regional Economic Development Partners

The Regional Partners are a private non-profit organization. An association of public and private sector economic development professionals, representing agencies and organizations throughout the Portland-Vancouver region. The member organizations are listed below, including, the Regional Partners contact person(s):

- The City of Beaverton (Janet Young)
- The City of Gresham (Max Talbot, Shelly Parini)
- The City of Hillsboro (David Lawrence, Larry Pederson)
- The City of Tualatin (Doug Rux)
- The City of Vancouver (Gerald Baugh)
- Clackamas County (Greg Jenks, Renate Mengelberg)
- Multnomah County (Duke Shepard)
- Washington County (Dennis Mulvihill)
- Metro (Andy Cotugno, Lydia Neill)
- Port of Portland (Bill Wyatt, Lise Glancy)
- Portland Development Commission (Don Mazziotti, Marty Harris, Michael Ogan)
- Columbia River Economic Development Council (Bart Phillips, Pam Neal)
- Oregon Economic and Community Development Department (Ron Fox, Joan Rutledge, Marcy Jacobs, Carolyn Sanco)
- Portland Ambassadors (Randy Miller)
- Portland Business Association (Kim Kimbrough, Scenna Shipley, John Rakowitz)
- Westside Economic Alliance (Betty Atteberry)
- Pacific Power & Light (Tim McCabe)
- Portland General Electric (Charlie Allcock)

Attachment A

to:

Regional Partners Six-Month Work Plan Toward Creating a Vital and Sustainable Regional Economy

A Framework

for

Creating Shared Economic Priorities for the

Portland –Vancouver Metropolitan Area

Presented to:

The Metropolitan Economic Policy Task Force

Presented by:

The Regional Economic Development Partners

June 10, 2003

Attachment A

A Framework for Creating Shared Economic Priorities for the Portland –Vancouver Metropolitan Area

This report identifies six areas of focus for a long term economic strategy. These focus areas represent the findings and conclusions of the Metropolitan Economic Policy Task Force and Regional Economic Development Partners on common themes (those areas where the jurisdictions throughout the region, through prior public processes and formal adoption, have identified and committed to economic strategies that are consistent, similar or supportive of one another); as well as conflicts or gaps (where there is a lack of agreement on solutions, or lack of existing collaborative effort). This framework provides a mechanism to better coordinate the region's economic development objectives with its land use and transportation planning and implementing actions and investments.

This framework identifies and recommends six areas of economic focus:

- 1) Innovation and Industry Clusters
- 3) Talent
- 5) Marketing

- 2) Physical Infrastructure
- 4) Livability
- 6) Regional Collaboration

The first four of these are foundation issues of importance to the effective functioning of the region's economy. The importance of these four issues is interrelated and interdependent. Their ordering in this report is not meant to imply any priorities among or between them. The fifth is important in order to position this region within a competitive global environment, and the sixth is important as a mechanism for those of us in this region to more efficiently address the first five issues – and thereby more effectively compete nationally and internationally as an economic region.

The discussion below identifies policies, strategies or actions within each of these six areas and discusses why and how each is important to the area's economy. Economic strategy is about 1) making sure that we provide essential resources and services that enable businesses to succeed, and 2) focusing on those things that differentiate this region from other, competing regions — where we have strengths or relationships that provide economic advantages. The first four areas of focus discussed below are important elements in differentiating the Portland-Vancouver region's economic advantages from those of other regions — how this region decides to address each of these elements, where priorities are placed, and what implementation decisions are made is critical to this differentiation.

The six focus areas provide the framework for <u>WHAT</u> should be addressed within a regional economic strategy for this metropolitan area – most of which are presented in broad terms. Some areas include a specific approach, or suggested actions, on <u>HOW</u> these strategies should be implemented or carried out. The intent of this document is to provide a foundation for ongoing collaboration among the institutions and organizations throughout the metropolitan area to support the continual refinement of both WHAT this region's economic strategies should be and HOW to approach their implementation.

Background

The Portland-Vancouver region faces a number of economic forces that will shape its future.

- The evolution of a knowledge-based economy in which intellectual assets, rather than physical ones, are key to long term economic success.
- · An increasing use of technology throughout both traditional and new economy industries.
- A shift overseas of many traditional as well as new economy jobs, facilitated by improved global transportation and communications and by lower wages overseas.
- A shift from a local economic base, measured by political boundaries, to a highly integrated regional economy.
- The development and emergence of industry clusters concentrations of interrelated, globally competitive firms within related industries—unique to specific metropolitan areas.
- Increasing competition from other regions within the United States, because of reduced transportation and communication costs, and economic inducements provided by local, regional and state governments.
- Shorter product and service life cycles, requiring much greater agility and speed by businesses in retooling to stay competitive.
- The evolution of transportation and distribution systems to more efficiently move products and information.
- Across the world, business and governments are mobilizing to reduce the effects of the recession and position themselves to take advantage of the economic restructuring that is underway.

Due to an unprecedented period of economic growth in the 1990s, some people assumed that this region's positive economic future was a given. We know that this is not true—we must be proactive to be competitive.

The challenge before us is how does this region position itself to effectively compete for the economic opportunities that will be presented in the global marketplace during the coming decade—by taking into account and balancing both what we desire as a community and what employers desire as a business location.

Framework Elements – Lead/Involved Organizations

The recommendations outlined below are presented as the starting point for a regional action plan that will require focused, intense, commitment from both the business community and local/regional governments to be successfully completed and implemented. A critical element of that commitment includes organizations taking responsibility for leading the implementation of each of these recommended actions – a "champion" for that item.

For each strategy or action item below, the set of organizations that should be involved in further discussion and/or implementation are shown. As with the recommended actions themselves, this list of involved organizations is presented as a starting point for discussion and further refinement.

For those items where the Regional Partners are committed to be the organization responsible for implementation they are shown as the <u>Lead</u>. For those items where the Regional Partners are NOT the organization responsible to lead implementation they are shown as the <u>Advocate</u> for this item – unless an appropriate organization has already committed to serve as the <u>Lead</u> organization for implementation. The Regional Partners role as advocate is to recruit a champion to lead.

I. Innovation and industry Clusters

A. <u>Build on the region's existing and emerging industry sector strengths through cluster-focused public policy and program support and through resource allocation.</u>

All types of business activity and industries contribute to the region's economy. However, in the world's more successful metropolitan areas, a small number of industry clusters serve as the primary drivers of the regional economy.

A cluster is a group of firms that, through their interactions with each other and with their customers and suppliers, develop innovative, cutting-edge products and processes that distinguish them in the market place from firms in the same industry found elsewhere. The competitiveness of an industry cluster is determined by the presence of highly specialized pools of skills, technology and infrastructure tailored to the needs of the cluster firms. The presence of sophisticated and demanding customers in a cluster pressures firms to innovate on a continuous basis.

A cluster is not simply the result of the presence of a large firm, or of a concentration of firms in the same industry. Identifying the presence of a cluster in a community refers specifically to the ability of the firms in an industry to interact in ways that create competitive advantages through the creation and incorporation of new knowledge into products and the processes that produce them.

Therefore, cluster strategies focus on the relationships between firms, not on individual firms. A cluster strategy is based on the assumption that creating new knowledge in a place confers advantages on all firms in that industry in that place, even if those firms are, in fact, competitors within their industries.

Those industry clusters that compete nationally and internationally are the core of this region's economy and what distinguishes it from other regions. The industry clusters that exist and that are emerging in the metropolitan area are built on the distinctive knowledge competencies of the region, and the strengths that currently enable the region to compete globally for economic activity and investment. Additionally, industries that sell their products and services nationally and internationally have greater long-term growth potential since their opportunities for growth are not constrained by the size of this region's market. For these reasons, focusing on industry clusters is both a more efficient and effective use of this region's efforts and resources.

Established regional industry clusters include:

- High Tech (Semiconductors/Silicon, Imaging & Display Technology)
- Metals, Machinery, Transportation Equipment
- Nursery Products
- · Specialty Foods and Food Processing
- · Lumber and Wood Products

Emerging regional Industry clusters include:

- High Tech (Nano & Micro Technology Cyber-Security, Health/Medical Information Technology)
- Creative Services (Advertising, Public Relations Film & Video, Web/Internet Content & Design)
- Sports Apparel/Recreation-Related Products

There are also industry clusters that this region <u>aspires</u> to create and establish. Given the definition and discussion of industry clusters, above, these would more appropriately be called targeted industries. In addition, there are industries that, while neither industry clusters nor targeted industries, are essential support industries within the region. <u>Targeted and Support industries</u> include:

- Biotech/Bioscience
 - (Medical Devices, Bioinformatics, Pharmaceuticals, Genomics, Anti-Virals)
- Sustainable Industries
 - (Renewable Energy, Resource Efficiency Technologies, Sustainable Building Materials, Green Chemistry)
- Professional Services
 - (Architecture, Engineering, Legal and Financial Services, etc.)
- Distribution & Logistics

The components of a cluster-based strategy should include:

A1. Increase support and commitment to the retention and expansion of existing business and attraction of new businesses.

Lead/Involved Organizations:

Regional Partners: Portland State University, Oregon University System. Oregon Health and Science University, area Community Colleges, Industry Associations.

Economic development needs to be an ongoing priority of the region, not a goal that applies only during economic downturns. Through the Regional Partners, the region will expand the community's awareness of and support for business retention, expansion and recruitment efforts as ongoing elements of the region's economic development efforts. The strategies and programs established to execute expanded business retention, expansion and recruitment efforts will be developed through the involvement of industry associations and firms in the cluster, education institutions and workforce training organizations, and other the organizations in the region that are responsible for the delivery of infrastructure and services necessary to support the continuing growth and development of the cluster.

While supporting and growing industry clusters will be the focus of the region's strategic economic development efforts, these strategies should remain flexible and adaptable to changing conditions and opportunities. Companies and industries are continually adjusting to shifts in market forces and circumstances. The region will approach its economic development focus and plans with the same agility.

A2. Proactively and cooperatively market and promote the metropolitan area as a positive business location for specific industry clusters.

Advocate /Involved Organizations: Regional Partners: Portland Business Alliance, Portland Oregon Visitors Association, Oregon Economic Development Association, Port of Portland, Port of Vancouver, Industry Associations.

In addition to "branding" and marketing the region broadly as a business location, the region will also develop marketing messages and methods targeted at the specific industry clusters it is pursuing.

A3. Track, monitor and communicate information on cluster trends and needs with organizations that play a role in providing necessary business "infrastructure" and services.

Lead/Involved Organizations:

Regional Partners: Industry Associations.

The Regional Partners, through ongoing research as well as their direct interactions with industry groups and individual firms, develop information and insight on the needs of industry clusters. This knowledge will be communicated and shared with the organizations in the region that are responsible for the delivery of physical infrastructure, workforce training, capital and a variety of services necessary to support the continuing growth and development of the cluster.

B. The region needs to identify and create additional capital resource tools to support business creation and expansion.

Advocate /Involved Organizations: Regional Partners: Commercial Banking Community.

The Portland-Vancouver region must enhance its support for a highly entrepreneurial environment, so a larger number of locally grown ideas grow and prosper here:

- The growth of the regional venture capital community needs be better supported, as it is small relative to other metropolitan areas.
- There are limited resources for non-standard debt financing; area financial institutions will be encouraged to examine and develop new and alternative mechanisms.
- The region needs to provide additional, more coordinated organizational and information support for entrepreneurs.

C. The region must invest in area educational institutions with a focus on commercialization.

Advocate /Involved Organizations:

Regional Partners: Portland State University, Oregon Health and Science University, Industry Associations

The region must assist in the development and financing of incubator, accelerator, laboratory or other space needs to support commercialization of technology and the growth of emerging industries.

II. Physical Infrastructure

Businesses require a number of services and resources in order to successfully operate and compete in both today's and tomorrow's economy. Those services and resources comprise the region's physical infrastructure. The infrastructure elements that this region can proactively provide are identified and discussed below. How this region chooses to provide this infrastructure will determine how successfully it will compete as a location for new and expanding business. In all areas discussed below, additional financial resources need to be found or created in order to fund the infrastructure improvements essential to a strong regional economy.

A. Insure an Adequate and Available Supply of Land and Buildings that Meet Industry Needs.

To be economically competitive, communities must have an available supply of development-ready land and existing buildings to accommodate the needs of business and industry. Available land must be appropriately zoned, have adequate utilities and services and meet the location, size and other characteristics required by industry. The land resources in the region need to be competitive with other western US metropolitan areas.

In addition to available land, the regulatory climate needs to be timely and provide certainty of development.

Land requirements depend on industry and firm type. Research and development firms often want suburban campus locations where their development and production functions can take place interactively. Manufacturing and distribution firms need to be close to major interstate highways. Hightech manufacturing firms are more likely to be found in suburban industrial parks than in the central city. Firms involved in heavier manufacturing industries tend to be located in the older, established industrial areas of the central portions of the region rather than in the suburban industrial parks developed over the last three decades.

The elements of insuring an adequate and appropriate supply of land and buildings should include:

A1. <u>Preserve</u>, <u>protect</u> and <u>redevelop</u> existing industrial areas within the metropolitan area, while recognizing the changing form, functions and site needs of "industry".

Advocate /Involved Organizations: Regional Partners: Local Jurisdictions, Metro, Industry Associations, Commercial Development Community.

With changes in how businesses are organizing their operations and functions to effectively compete in a dynamic global economy, the region must re-examine, update and redefine the concept of "industrial" to recognize and include "industrial office" – non-manufacturing uses that are integral parts of industrial sectors (such as software development, R&D and fab-less semiconductor operations within the high tech sector) – but which would limit "commercial office" uses (such as professional services firms, call centers, insurance, medical or other personal services uses).

As part of the identification and regulation of regionally significantly industrial land, the region needs take into account and address the changing form, functions and site needs of industry and particular industry clusters. Definitions and regulations should be adjusted to respond to these new realities.

A2. The region needs to develop tools, processes and public incentives to encourage the redevelopment of industrial sites and buildings in established industrial areas to maximize past public investment in infrastructure and to create and maintain jobs in established communities.

Advocate/Involved Organizations:

Regional Partners: Local Jurisdictions, Metro, OECDD, Commercial Development Community, State Senators and Representatives from the Metro area.

Throughout the region there are significant numbers of previously developed industrial sites that have antiquated facilities or contamination problems. The cost of redevelopment can be high: brownfield sites may require environmental remediation; historic buildings require seismic upgrades. In order to preserve and maintain the land resources in existing industrial areas, the region needs to create and employ public financial incentives and other mechanisms necessary to encourage and make financially feasible the redevelopment of existing industrial sites and buildings. Without the commitment and investment necessary to redevelop and reutilize older industrial sites for new industrial uses, the need to expand the urban growth boundary and urban development into greenfields will be even greater.

A3. Through periodic additions to Urban Growth Boundaries, maintain an adequate supply of developable vacant industrial land, appropriately sized and located throughout the region. to meet the needs of industry growth forecasted by Metro, other jurisdictions and clusters identified in this report.

Advocate /Involved Organizations: Regional Partners: Metro, Local Jurisdictions, Commercial **Development Community.**

The Metro Council, in collaboration with the cities and counties throughout the region - including those located outside of Metro's regulatory authority - must take a strong leadership role in actively supporting the periodic expansion of their urban growth boundaries (UGB) to address the current industrial land shortage and future industrial land needs. Land must be added in appropriate parcel sizes and locations that are responsive to the needs of industry clusters throughout the Region. Industrial land added to UGBs needs to be protected through appropriate mechanisms to ensure its use for industrial purposes, taking into account the changing form, functions and site needs of industry.

A4. Create and maintain a business-supportive regulatory and development permit climate.

Advocate/Involved Organizations:

Regional Partners: Local Jurisdictions; Regulatory Streamlining Manager, Oregon Department of Consumer and Business Services; Commercial Development Community.

Regulations exist to maintain the health, welfare, and safety of a community. They are designed to make buildings safer, the air cleaner, and provide a variety of other protections. However, firms must work with local bureaucracies to meet regulatory requirements, and some regulations and processes can be quite onerous.

Shorter product life cycles have put pressure on companies to bring new products to market quickly. Simplified bureaucracies and a short and predictable permitting process can help firms react quickly in a competitive marketplace—a factor of particular significance between municipalities within a metropolitan area.

The attitude behind the implementation of the local regulatory and permit system is equally important. Locations that work to assist development within the context of meeting the community's regulatory mandates fare better than locations that use their regulatory and permit system to "keep undesired things from happening" - the difference between viewing businesses as part of the community or an adversary to protect the community from.

Regulatory and permit systems have traditionally been wholly local in nature and scope – leading to significant differences among and across the jurisdictions in the region. While acknowledging the need to preserve local preferences and control, it is recommended that the jurisdictions in the metropolitan area move towards the development and implementation of a "smart permit system" – see recommendation "B", under section VI. Regional Collaboration, below.

B. <u>Maintain and strengthen the transportation and other infrastructure systems serving the</u> Metropolitan area.

To stay competitive, cities must have modern and efficient physical infrastructure, including roads, bridges, water and sewer systems, airport and cargo facilities, energy systems, and telecommunications. The availability of fiber optic and other high capacity telecommunications systems are growing in importance.

An important role of government is to increase economic capacity by improving quality and efficiency of public infrastructure and utilities necessary to business operation. While businesses prefer localities that offer low tax rates, they will be less likely to choose an area if low taxes are reflected in poorly-maintained infrastructure, low-quality schools, and a substandard communications network. Locations with relatively higher taxes but with infrastructure and public services levels comparable to low tax locations are even less attractive to businesses.

In order to remain competitive, the Portland-Vancouver region should maintain and strengthen the following transportation systems:

B1. Air Service: Strengthen Portland International Airport's national and international role.

Lead/Involved Organizations:

Port of Portland: Regional Partners, Local Jurisdictions.

The region must actively support the Port of Portland's efforts to expand the airport and develop increased domestic and international passenger and cargo service, including connections to Asia, Europe and Mexico.

B2. Roads & Highways: Maintain and strengthen connections from key commercial and industrial areas to necessary transportation systems (highway, train, airport, marine terminals).

Advocate/Involved Organizations:

Regional Partners: Oregon Department of Transportation, Washington Department of Transportation, Port of Portland, Port of Vancouver, Metro, Local Transportation Offices and Departments.

The region needs to address the relationship, conflicts, and needs for freight movement in and between industrial areas, inter-modal and terminal facilities, and for local delivery of goods to 2040 regional centers, main streets, and at the interface of residential neighborhoods and freight districts and corridors.

B3. <u>Transit: Maintain and expand the region's transit system in order to provide transportation choices and increased mobility and access.</u>

Advocate /Involved Organizations: Regional Partners: TriMet, Ctrans, Metro, Local Transportation Offices and Departments.

This region's system of light rail, bus and streetcar provide transportation mode and cost choices necessary to meet the needs of residents and employees. In addition to helping the community to meet it energy and environmental objectives, the transit system also increases the region's overall transportation capacity, providing increased mobility and access important to residents and businesses. The region must support expansions of the system to Milwaukie and along I-205 to the Clackamas Town Center area in the short term and to Wilsonville and Vancouver in the longer term.

B4. Rail: Promote the upgrade and maintenance of rail infrastructure.

Advocate /Involved Organizations: Regional Partners: Oregon Department of Transportation, Washington Department of Transportation, Port of Portland, Port of Vancouver, Union Pacific Rail Road, Burlington Northern Santa Fe Rail Road, Metro, Local Transportation Offices and Departments.

Many important rail lines are in need of upgrade, repair and possible reconfiguration or re-alignment. Current facilities will not be adequate to meet the needs of the future. To reduce congestion and expedite access, the region should support additional rail access points to the system such as the new Amtrak station being developed in Oregon City and improved facilities such as a new rail bridge across the Columbia River.

B5. Marine: Support deepening of the Columbia River Navigation Channel (subject to environmental approvals).

Advocate /Involved Organizations: Regional Partners: Port of Portland, Port of Vancouver, Army Corp of Engineers: US Department of Fish and Wildlife, Oregon Department of Transportation, Washington Department of Transportation.

The region must strongly support deepening and maintaining the Columbia River navigation channel to 43 feet - necessary to maintain the region's role in meeting the marine freight needs of Oregon and portions of the Mid and Western US.

B6. Telecommunications: Support and promote the continued expansion of state-of-the-art communications technology necessary for area businesses to effectively compete.

Advocate /Involved Organizations: Regional Partners: Portland Office of Cable Communications and Franchise Management: area Cable and Communications Commissions, area Telecommunications Utilities and Companies.

The region needs to work with companies providing communications services to enhance the connectivity and bandwidth for businesses and residents within the metropolitan area.

III. Talent

A. Build stronger education and training programs and their linkage to workforce requirements.

Advocate /Involved Organizations:

Regional Partners: Portland State University, Oregon Health and Science University, area Community Colleges, local School Districts, Private Foundations, Oregon and Washington Employment Departments, Oregon and Washington Governor's Education Offices, Worksystems, Inc., area One Stops, Industry Associations.

The single most important factor for most companies is labor—its cost and its quality. For most firms, labor is the largest operating cost, and access to a talented, well-trained work force will be a deciding factor in the company's competitiveness. Computers and other high-tech equipment have brought about a shift in occupations across the country and a change in the workforce skill requirements of all industries, including heavy manufacturing.

As the U.S. evolves into a more knowledge-based economy, virtually every company requires technical literacy at all skill levels. An educated workforce has become the primary factor for growing companies. New plants are more likely to select from sites where a skilled workforce exists, and then compare wage rates among those locations. As more routine production functions are shifted to lower cost locations (increasingly offshore), continual increases in the skill and education levels of their labor force will allow regions to remain a competitive location for growing firms.

A1. Ensure coordination between the region's workforce delivery system (Oregon Employment Department; Worksystems, Inc.; and area "One Stops") and the region's economic development efforts.

Advocate/Involved Organizations:

Regional Partners: Oregon and Washington Employment Departments, Oregon and Washington Governor's Education Offices, Worksystems, Inc., area One Stops, Industry Associations.

Businesses that are locating or expanding in the region need a coordinated workforce delivery system to recruit, screen and hire local workers. The region must support expanded funding for the workforce delivery system and insure that its focus and services are coordinated with the region's business retention, expansion and recruitment efforts.

A2. Make a strong commitment to the workforce training and development system.

Advocate /Involved Organizations: Regional Partners: Worksystems, Inc., Oregon and Washington Employment Departments: Portland State University, Oregon Health and Science University, area Community Colleges, local School Districts, Private Foundations, Oregon and Washington Governor's Education Offices, area One Stops, Industry Associations.

In order to insure the long-term competitiveness of the workforce, the region must actively support efforts to establish a statewide Workforce Training Fund, as most states do, using a portion of Unemployment Insurance or other resources and expand trades training and vocational education for high-demand occupations.

A3. Support the development of a stable funding source for Oregon's K-12 education system.

Advocate /Involved Organizations: Regional Partners: Oregon Governor's Education Office, local School Districts, Local Jurisdictions.

The region needs to take a leadership role in supporting the creation of a stable funding basis for Oregon's education system. If the education system on the Oregon side of the metropolitan area erodes, it will place the entire region at a significant disadvantage as a business location. Governments and businesses throughout the region, those in Washington as well as Oregon, have a vested interest in insuring the long-term stability and competitiveness of the education system.

B. Investigate and identify the region's strengths in attracting high-skilled or "knowledge" workers as well as strategies and systems to augment their skills on an ongoing basis.

Advocate /Involved Organizations: Regional Partners: Portland State University, Worksystems, Inc., area Community Colleges, Oregon Health and Science University, local School Districts, Oregon and Washington Governor's Education Offices, Industry Associations.

In addition to maintaining its ability to attract new, high-skilled or "knowledge" workers, the region needs to develop and support educational and workforce training strategies and systems to enhance and augment people's skills on an ongoing, continuous basis. If we do not provide mechanisms to allow people, once they join our community, to maintain their skills at a competitive level, we will not be able to retain them.

IV. Livability

A. <u>The region's livability is one of its strategic economic advantages</u>. The region should maintain a strong commitment to the elements of the region's livability that are essential to its economic competitiveness.

Advocate /Involved Organizations: Regional Partners: Local Jurisdictions, Metro: 1000 Friends of Oregon, Regional Arts and Culture Commission, Industry

Associations.

The Portland-Vancouver region's livability provides it a competitive economic advantage, particularly for high-skilled or "knowledge" workers. Households are attracted to regions by amenities that wages alone cannot provide. Many high-skilled or knowledge workers can choose where they want to live and they can apply their skills to a variety of industries. Because they can pick and choose their locations, they choose locations with the combination of amenities they value.

Unfortunately, in many public discussions there is the implication that the region must make choices between a positive business climate and healthy economy on one hand, and quality of life and livability issues on the other – an all or nothing choice. The region's economy and livability are not independent, but are interdependent. While not involving all or nothing choices, interdependent relationships still involve interactions among and between the interdependent elements – both positive and negative tradeoffs.

The region's livability is made up of a variety of separate elements — some of which many people cannot articulate or describe. The importance of those separate elements varies from person to person, based on the person's beliefs, values and current economic situation. Without a clearer articulation of which livability issues provide strategic economic advantages, everything is equally important — and we are back to all or nothing choices. Therefore, a critical first step in retaining and promoting the region's quality of life while spurring economic success is to define the elements of livability that strategically support its economic health and competitiveness.

V. Marketing

A. <u>Proactively and cooperatively market and promote the metropolitan area as a positive business location.</u>

Advocate /Involved Organizations: Regional Partners: Portland Business Alliance, Portland Oregon Visitors Association, Oregon Economic Development Association,

Port of Portland, Port of Vancouver, Industry Associations.

The Portland Region lacks an identifiable, dynamic and consistent marketing message for national and international business attraction. To effectively market the region a clear articulation of its "brand" and a "brand manager" are necessary – an entity that consistently shapes, refines and stewards the brand for this region. The focus of the brand manager and the marketing efforts should be on developing consistency in the message, as well as marketing sites, industrial sector strengths, quality of workforce, and exceptional livability factors. The region's marketing efforts and messages must be coordinated with and leverage the parallel statewide marketing efforts.

VI. Regional Collaboration

A. Encourage collaborative problem-solving and implementation of economic policy and strategy.

Lead/Involved Organizations:

Regional Partners: Governor's Community Solutions Team, Local Jurisdictions, Metro.

The Portland-Vancouver region has a long and established reputation for regional collaboration. The region is frequently held up as a model of regionalism – particularly for land use and transportation planning. The region's collaboration on economic development issues and efforts is less well known. The general awareness of the existing level of economic development coordination throughout the region needs to be raised, along with ongoing increases in that level of coordination and collaboration.

As noted earlier, metropolitan regions are the building blocks of economic activities and functions. In order for this region to be economically competitive, a more collaborative culture as well as the systems and mechanisms to support it need to be expanded and developed.

B. The jurisdictions in the metropolitan area needs to move towards the development and implementation of a "smart permit and fee system" throughout the region.

Advocate/Involved Organizations: Regional Partners: Local Jurisdictions, Commercial Development Community, Metro.

A "smart permit and fee system" is one that would utilize similar application forms and user interface across all of the jurisdictions in the region. It would also insure consistent (e.g. 90 day) timeframe for permit review and approval. Building a single, regional permit system is a long-term goal, one with both technical and political difficulties. However, as an initiative to build this region's economic competitiveness, this region needs to find ways to make the regulatory, permit and fee system across jurisdictions more consistent to the "customer". This would also be a powerful, positive way of distinguishing the region.

C. The jurisdictions across the metropolitan area should investigate the development and implementation of a tax system that is supportive of regional cooperation.

Advocate /Involved Organizations: Regional Partners: Local Jurisdictions, Commercial Development Community, Metro.

Oregon's land use planning system is based on the presumption that each city and county must plan for the complete spectrum of commercial, industrial and residential development opportunities and provide the public facilities and services necessary to support them – as if each jurisdiction existed independently, both geographically and economically. However, not every jurisdiction has the physical size, breadth of existing development or development opportunities necessary to create the tax base sufficient to support the necessary public services. Oregon's tax structure serves as a disincentive to regional economic cooperation and coordination. The jurisdictions across the region should explore the issue of how to effectively address the long-term resource needs and capacity of this metropolitan area, as well as the individual jurisdictions that are part of it.

D. The metropolitan area needs to investigate the development and implementation of a regional economic database and forecasting system that allows it to benchmark and track its progress on economic strategies and initiatives, as well as identifying economic and business trends.

Advocate /Involved Organizations: Regional Partners: Portland State University, Metro, Local Jurisdictions, Commercial Development Community, Industry Associations.

The metropolitan area needs to identify indicators of successful regional economic development, tracking mechanisms to inform us if we are successful in implementing agreed upon strategies and initiatives, and information on changes in the make-up of our regional economic drivers.

Members of the Metropolitan Economic Policy Task Force

- Rob Drake (Chair), Mayor, City of Beaverton
- David Bragdon, President, Metro
- Jess Carreon, President, Portland Community College
- John Castles, Trustee, Murdock Charitable Trust
- Steve Clark, Publisher, Beaverton Valley Times
- Eric Hovee, Principle, ED Hovee Company
- Ron Johnson, VP Resource Development, Portland General Electric
- Michael Jordan, Commissioner, Clackamas County
- Vera Katz, Mayor, City of Portland
- Kim Kimbrough, President/CEO, Portland Business Alliance
- Kathy Long Holland, Long/Sherpa Eco-D
- Donald Mazziotti, Executive Director, Portland Development Commission
- Craig Pridemore, Commissioner, Clark County
- Carl Talton, VP Community and Business Development, Portland General Electric
- Bob Terry, Owner, Fisher Farms
- Jose Ternero, Oregon Assoc. of Minority Entrepreneurs
- Diane Vines, Vice Chancellor, Oregon University System
- Rick Williams, Project Consultant, Melvin Mark Dev. Co.
- William Wyatt, Executive Director, Port of Portland

Regional Economic Development Partners

The Regional Partners are a private non-profit organization. An association of public and private sector economic development professionals, representing agencies and organizations throughout the Portland-Vancouver region. The member organizations are listed below, including, the Regional Partners contact person(s):

- The City of Beaverton (Janet Young)
- The City of Gresham (Max Talbot, Shelly Parini)
- The City of Hillsboro (David Lawrence, Larry Pederson)
- The City of Tualatin (Doug Rux)
- The City of Vancouver (Gerald Baugh)
- Clackamas County (Greg Jenks, Renate Mengelberg)
- Multnomah County (Duke Shepard)
- Washington County (Dennis Mulvihill)
- Metro (Andy Cotugno, Lydia Neill)
- Port of Portland (Bill Wyatt, Lise Glancy)
- Portland Development Commission (Don Mazziotti, Marty Harris, Michael Ogan)
- Columbia River Economic Development Council (Bart Phillips, Pam Neal)
- Oregon Economic and Community Development Department (Ron Fox, Joan Rutledge, Marcy Jacobs, Carolyn Sanco)
- Portland Ambassadors (Randy Miller)
- Portland Business Association (Kim Kimbrough, Scenna Shipley, John Rakowitz)
- Westside Economic Alliance (Betty Atteberry)
- Pacific Power & Light (Tim McCabe)
- Portland General Electric (Charlie Allcock)

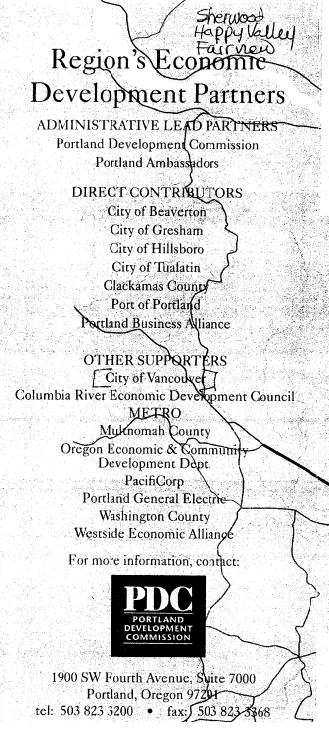
Think Regionally; Act Collaboratively.

A thriving regional economy doesn't just happen. It takes the right mix of buildable land, infrastructure and public services, supportive government, as well as an educated and available

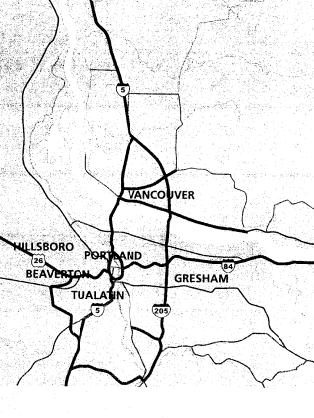


workforce. And, increasingly, it requires thinking outside the box of government boundaries.

For the Portland Metropolitan Region to successfully attract new and retain existing businesses, we must present a united front to the business community. We must collaborate to provide seamless services whether a business is looking at potential sites in one local jurisdiction or several. And we must be proactive – both in marketing our region's many benefits as a pusiness location and in influencing local, state and federal policies that affect the region's economic climate.



Regional
Economic
Development
Partners



Working Together for an Economically Vital Region



The Regional Economic Development Partners is a public-private partnership of economic development professionals in the

region who have worked collaboratively for 10 years to recruit and retain businesses, and promote the Portland metro region as a vital economic center. With the assistance of staffing resources provided by its Lead Partner, the Portland Development Commission, the Regional Partners have been instrumental in recruiting many major employers to



the region. Recent examples include the Kindercare headquarters in Portland; Wafer Tech in Clark County, Novellus in Tualatin, Sumitomo Electric in Hillsboro and LSI Logic in Gresham. (The group was also involved in the original recruitment of Fujitsu Microelectronics to Gresham, and in the resale of Fujitsu's facility to another employer in 2002.)

In addition, the Regional Partners have played a role in the retention and expansion of several companies, including semiconductor chip leader *Intel* in Hillsboro, and *CNF* (transportation services) and *Wacker Siltronic* (silicon wafer manufacturer) in Portland. These examples alone translate into 5,200 jobs in our region.



Hands-on approach

Working closely with the Regional Partners, PDC staff directly consults with businesses to determine their needs, identifies available properties or buildings region-wice, provides data and marketing materials, and conducts tours of potential sites. With the Partners' support, PDC staff provides, as much as possible, a "one-stop" professional resource for potential business recruitment and expanding employers within the region.

Long-term objectives

During monthly meetings, the Partners and Supporters (listed on back) study economic development issues and opportunities and identify and organize joint economic initiatives. Specifically, the Partners' objectives are to:

- Actively participate in business recruitment, retention and expansion to increase and maintain private employment and investment within the region. Recruitment activities are both national and international in scope.
- Conduct an integrated regional economic development program through communication and collaboration among jurisdictions and economic development organizations. For example, the Regional Partners are sponsoring a comprehensive evaluation of local, regional and state economic development strategies, to identify gaps and potential opportunities for

- enhancing coordination. Upon completion, the Partners will select priorities for joint action.
- Plan and execute regional marketing efforts nationally and internationally.
- Advocate for the long-term economic prosperity of Metropolitan Portland and educate and influence regional, state and federal leaders regarding issues affecting the economic well-being of Metropolitan Portland. This includes weighing in on policy issues that impact regional economic development and advocating for

increased local, state and federal resources.

 Provide an information clearinghouse on regional business development and investment opportunities.

